

MILPITAS

Right-of-Way Use Agreement

T HIS RIGHT-OF-WAY USE AGREEMENT (this "Use Agreement") is dated as of _____ 2005 (the "Effective Date"), and entered into by and between the CITY OF MILPITAS, a California municipal corporation (the "City"), and NEXTG NETWORKS, INC., a Delaware corporation *dba* NextG Networks West ("NextG").

Recitals

A. NextG owns, maintains, operates and controls, in accordance with regulations promulgated by the Federal Communications Commission and the California Public Utilities Commission, a fiber-based telecommunications Network or Networks (as defined in § 1.9 below) serving NextG's wireless carrier customers and utilizing microcellular optical repeater Equipment (as defined in § 1.3 below) certified by the Federal Communications Commission.

B. For purpose of operating the Network, NextG wishes to locate, place, attach, install, operate, control, and maintain Equipment in the Public Way (as defined in § 1.11 below) on facilities owned by the City, as well as on facilities owned by third parties therein.

Agreement

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following covenants, terms, and conditions:

1 **DEFINITIONS.** The following definitions shall apply generally to the provisions of this Use Agreement:

1.1 **City.** "City" means the City of Milpitas.

1.2 **Decorative Streetlight Pole.** "Decorative Streetlight Pole" shall mean any streetlight pole, as designated by the City, that incorporates artistic design elements not typically found in standard steel or aluminum streetlight poles.

1.3 **Equipment.** "Equipment" means the optical repeaters, DWDM and CWDM multiplexers, antennae, fiber optic cables, wires, and related equipment, whether referred to singly or collectively, to be installed and operated by NextG hereunder. Examples of typical Equipment types and installation configurations are shown in the drawings and photographs attached hereto as Exhibit A and incorporated herein by reference.

1.4 **Fee.** "Fee" means any assessment, license, charge, fee, imposition, tax, or levy of general application to entities doing business in the City lawfully imposed by any governmental body (but excluding any utility users' tax, franchise fees, communications tax, or similar tax or fee).

1.5 **Gross Revenue Fee.** "Gross Revenue Fee" shall mean and include any and all income and other consideration collected, received, or in any manner gained or derived by NextG from or in connection with, the provision of Services, either directly by NextG or indirectly through a reseller, if any, to customers of such services within the City of Milpitas, including any imputed revenue derived from commercial trades and barter equivalent to the full retail value of goods and services

provided by NextG. Gross Revenue shall not include: (a) sales, ad valorem, or other types of "add-on" taxes, levies, or fees calculated by gross receipts or gross revenues which might have to be paid to or collected for federal, state, or local government (exclusive of the Municipal Facilities Annual Fee paid to the City provided herein); (b) retail discounts or other promotions; (c) non-collectable amounts due NextG or its customers; (d) refunds or rebates; and (e) non-operating revenues such as interest income or gain from the sale of an asset.

1.6 Installation Date. "Installation Date" shall mean the date that the first Equipment is installed by NextG pursuant to this Use Agreement.

1.7 Laws. "Laws" means any and all statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, tariffs, administrative orders, certificates, orders, or other requirements of the City or other governmental agency having joint or several jurisdiction over the parties to this Use Agreement.

1.8 Municipal Facilities. "Municipal Facilities" means City-owned Streetlight Poles, Decorative Streetlight Poles, lighting fixtures, electroliers, fiber-optic strands and/or conduit, or other City-owned structures located within the Public Way and may refer to such facilities in the singular or plural, as appropriate to the context in which used.

1.9 Network. "Network" or collectively "Networks" means one or more of the neutral-host, protocol-agnostic, fiber-based optical repeater networks operated by NextG to serve its wireless carrier customers in the City.

1.10 NextG. "NextG" means NextG Networks of California, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and its lawful successors, assigns, and transferees.

1.11 Public Way. "Public Way" means the space in, upon, above, along, across, and over the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, sidewalks, bicycle lanes, and places, including all public utility easements and public service easements as the same now or may hereafter exist, that are under the jurisdiction of the City. This term shall not include county, state, or federal rights of way or any property owned by any person or entity other than the City, except as provided by applicable Laws or pursuant to an agreement between the City and any such person or entity.

1.12 CPUC. "CPUC" means the California Public Utilities Commission.

1.13 Services. "Services" means the RF transport telecommunications services provided through the Network by NextG to its wireless carrier customers pursuant to one or more tariffs filed with and regulated by the PUC.

1.14 Streetlight Pole. "Streetlight Pole" shall mean any standard-design concrete, fiberglass, metal, or wooden pole used for streetlighting purposes.

2 TERM. This Use Agreement shall be effective as of the Effective Date and shall extend for a term of ten (10) years commencing on the Installation Date, unless it is earlier terminated by either party in accordance with the provisions herein. The term of this Use Agreement may be renewed, on the same terms and conditions as set forth herein, for three (3) successive terms of five (5) years each with consent of the City, which shall not be unreasonably denied, conditioned or delayed.. NextG shall give the City written notice of its intention to renew 120 days prior to expiration of the then current term, and City shall respond, in writing, within 60 days of such notice if City has any objection to renewal of this Use

Agreement. If City does not provide such written objection stating the reason(s) for denying the renewal request, this Use Agreement shall be deemed renewed.

3 SCOPE OF USE AGREEMENT. Any and all rights expressly granted to NextG under this Use Agreement, which shall be exercised at NextG's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable Laws to use any and all parts of the Public Way exclusively or concurrently with any other person or entity and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the Public Way. Nothing in this Use Agreement shall be deemed to grant, convey, create, or vest in NextG a real property interest in land, including any fee, leasehold interest, or easement. Any work performed pursuant to the rights granted under this Use Agreement shall be subject to the reasonable prior review and approval of the City.

3.1 Attachment to Municipal Facilities. The City hereby authorizes and permits NextG to enter upon the Public Way and to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Equipment in or on Municipal Facilities for the purposes of operating the Network and providing Services. In addition, subject to the provisions of § 4.2, NextG shall have the right to draw electricity for the operation of the Equipment from the power source associated with each such attachment to Municipal Facilities. A denial of an application for the attachment of Equipment to Municipal Facilities shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of NextG's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A. Notwithstanding anything to the contrary herein, attachment to Decorative Streetlight Poles shall be discretionary and subject to the City's reasonable approval in each instance. NextG shall mask or otherwise stealth panel antennas attached to Municipal Facilities. In the event that NextG were to install Equipment on a Municipal Facility without prior City approval, City may request, in writing, NextG to remove such equipment within five (5) days, and City may remove the equipment if NextG does not do so in such requested timeframe and may avail itself of the remedy set out in section 7 of this agreement. Attachment to Decorative Streetlight Poles owned by the City shall be subject to approval by City on a case by case basis.

3.2 Attachment to Third-Party Property. Subject to obtaining the permission of the owner(s) of the affected property, the City hereby authorizes and permits NextG to enter upon the Public Way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace such number of Equipment in or on poles or other structures owned by public utility companies or other property owners located within the Public Way as may be permitted by the public utility company or property owner, as the case may be. Upon request, NextG shall furnish to the City documentation of such permission from the individual utility or property owner responsible. City agrees to cooperate with NextG, at no cost or expense to City, in obtaining where necessary the consents of third-party owners of property located in the Public Way. A denial of an application for the attachment of Equipment to third-party-owned poles or structures in the Public Way shall not be based upon the size, quantity, shape, color, weight, configuration, or other physical properties of NextG's Equipment if the Equipment proposed for such application substantially conforms to one of the approved configurations and the Equipment specifications set forth in Exhibit A.

3.3 Preference for Municipal Facilities. In any situation where NextG has a choice of attaching its Equipment to either Municipal Facilities or third-party-owned property in the Public Way, NextG agrees to attach to the Municipal Facilities, provided that (i) such Municipal Facilities are at least equally suitable functionally for the operation of the Network and (ii) the rental fee and installation

costs associated with such attachment over the length of the term are equal to or less than the fee or cost to NextG of attaching to the alternative third-party-owned property.

3.4 No Interference. NextG in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights of way, sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Use Agreement. City agrees to require the inclusion of the same or a similar prohibition on interference as that stated above in all agreements and franchises City may enter into after the Effective Date with other information or communications providers and carriers.

3.5 Compliance with Laws. NextG shall comply with all applicable Laws in the exercise and performance of its rights and obligations under this Use Agreement.

4 COMPENSATION; UTILITY CHARGES. NextG shall be solely responsible for the payment of all lawful Fees in connection with NextG's performance under this Use Agreement, including those set forth below.

4.1 Annual Fee. In order to compensate City for NextG's entry upon and deployment within the Public Way and as compensation for the use of Municipal Facilities, NextG shall pay to the City an annual fee (collectively the "Annual Fee") in exchange for the use of Municipal Facilities as follows:

- (i) a fee (the "Pole Fee") in the amount of Three Hundred Dollars (\$300.00) for the use of each City-owned streetlight or traffic-signal pole owned by City except Decorative Streetlight Poles owned by City, for which the fee shall be Five Hundred Dollars (\$500.00) each, if any, upon which NextG's Equipment has been installed pursuant to this Use Agreement.

The aggregate Annual Fee with respect to each year of the term shall be an amount equal to the number of Equipment installations installed on Municipal Facilities during the preceding twelve (12) months multiplied by the annual Pole Fee, prorated as appropriate. The Annual Fee shall be due and payable not later than forty-five (45) days after each anniversary of the Installation Date. City represents and covenants that City owns all Municipal Facilities for the use of which it is collecting from NextG the Annual Fee pursuant to this § 4.1.

4.2 Right of Way Use Fee. In addition to the Municipal Facilities Annual Fee and in exchange for the use of the City's Public Rights-of-Way ("Right-of-Way Fee"), NextG agrees to pay to the City, on an annual basis, in lawful money of the United States, five percent (5%) of NextG's Gross Revenues received by NextG's from the provision of Services or the sale of Services within the City of Milpitas. Right-of-Way Fees payments made to the City by NextG pursuant to this Section shall not include City administrative fees such as inspection fees, business taxes, permit fees, other regulatory charges and the Municipal Facilities Annual Fee pursuant to this Agreement. Gross Revenue payments due to the City under this Section shall be made on or before January 30th of each calendar year during the term of this Agreement, and thirty (30) days after the expiration of the term of this Agreement. Checks should be made payable to the City of Milpitas and mailed to the Office of the City

Treasurer, City of Milpitas, 455 East Calaveras Blvd., Milpitas, California 95035-3153, or delivered to the Office of the City Treasurer. The place and time of payment may be changed at any time by City upon thirty (30) days' written notice to NextG. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. NextG assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

4.3 Accounting Matters. NextG shall keep accurate books of account at its principal office in Milpitas or such other location of its choosing for the purpose of determining the amounts due to the City under § 4.1 and § 4.2. The City may inspect NextG's books of account relative to the City at any time during regular business hours on thirty (30) days' prior written notice and may audit the books from time to time at the City's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due under § 4.1 above. The City agrees to hold in confidence any non-public information it learns from NextG to the fullest extent permitted by Law.

4.4 Services to City. NextG agrees that at all times during the term of this Use Agreement it shall reserve one (1) wavelength of capacity in the fiber owned or operated by NextG in the City for the City's exclusive use in operating a noncommercial, City-owned Wi-Fi network or for any other noncommercial, City-operated data network or communications function.

4.5 Electricity Charges. NextG shall be solely responsible for the payment of all electrical utility charges to the applicable utility company based upon the Equipment's usage of electricity and applicable tariffs.

4.6 Most Favored Nation. Should NextG enter into a similar Agreement with another governmental entity in the area comprised by the Counties of San Francisco, Alameda, San Mateo, Santa Clara, Contra Costa, Marin containing financial or service related benefits (excluding fees or taxes imposed by such other governmental entity) for such governmental entity which, when reviewed together with the obligations imposed on such governmental entity, are superior to those in this Agreement, NextG and City, at City's option, shall modify this Agreement to incorporate such benefits. Such benefits shall be made applicable to City retroactive to the date NextG entered into such superior agreement with the other governmental entity.

4.7 CPI Adjustment. Effective commencing on the fifth (5th) anniversary of the Installation Date and continuing on each fifth (5th) anniversary thereafter during the term, the Annual Fee with respect to the ensuing five-year period shall be adjusted by a percentage amount equal to the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Consumers, 1982-1984=100) which occurred during the previous five-year period for the San Francisco/Oakland/San Jose Consolidated Metropolitan Statistical Area.

5 CONSTRUCTION. NextG shall comply with all applicable federal, State, and City technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of NextG's Equipment installed in the Public Way and on Municipal Facilities in the City. NextG shall not attach, install, maintain, or operate any Equipment in or on the Public Way and/or on Municipal Facilities without the prior written approval of the City for each location.

5.1 Obtaining Required Permits. If the attachment, installation, operation, maintenance, or location of the Equipment in the Public Way shall require any permits under applicable City ordinances, NextG shall, if required, apply for the permits, and provide the information, identified in Exhibit B to this Use Agreement and pay the associated standard and customary permit fees for such permits. City shall promptly respond to NextG's requests for permits, in timeframes set forth

in an attachment to this Use Agreement, and shall otherwise cooperate with NextG in facilitating the deployment of the Network in the Public Way in a reasonable and timely manner.

5.2 Location of Equipment. The proposed locations of NextG's planned initial installation of Equipment shall be provided to the City promptly after NextG's review of available street light maps and prior to deployment of the Equipment. Upon the completion of installation, NextG promptly shall furnish to the City a pole list showing the exact location of the Equipment in the Public Way.

5.3 Relocation and Displacement of Equipment. NextG understands and acknowledges that City may require NextG to relocate one or more of its Equipment installations. NextG shall at City's direction relocate such Equipment at NextG's sole cost and expense, whenever City reasonably determines that the relocation is needed for any of the following purposes: (a) if required for the construction, completion, repair, relocation, or maintenance of a City project; (b) because the Equipment is interfering with or adversely affecting proper operation of City-owned light poles, traffic signals, or other Municipal Facilities; or (c) to protect or preserve the public health or safety. In any such case, City shall use its best efforts to afford NextG a reasonably equivalent alternative location. If NextG shall fail to relocate any Equipment as requested by the City within a reasonable time under the circumstances in accordance with the foregoing provision, City shall be entitled to relocate the Equipment at NextG's sole cost and expense, without further notice to NextG. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform NextG of the displacement or removal of any pole on which any Equipment is located. The boundary of the MidTown area with streetlight poles are plan for replacement with decorative streetlight poles and therefore, shall not be approved by City for NextG to attach its facilities to streetlight poles within this area.

5.4 Relocations at NextG's Request. In the event NextG desires to relocate any Equipment from one Municipal Facility to another, NextG shall so advise City. City will use its best efforts to accommodate NextG by making another reasonably equivalent Municipal Facility available for use in accordance with and subject to the terms and conditions of this Use Agreement.

Damage to Public Way. Whenever the removal or relocation of Equipment is required or permitted under this Use Agreement, and such removal or relocation shall cause the Public Way to be damaged, NextG, at its sole cost and expense, shall promptly repair and return the Public Way in which the Equipment are located to a safe and satisfactory condition in accordance with applicable Laws, normal wear and tear excepted. If NextG does not repair the site as just described, then the City shall have the option, upon fifteen (15) days' prior written notice to NextG, to perform or cause to be performed such reasonable and necessary work on behalf of NextG and to charge NextG for the proposed costs to be incurred or the actual costs incurred by the City at City's standard rates. Upon the receipt of a demand for payment by the City, NextG shall promptly reimburse the City for such costs.

6 INDEMNIFICATION AND WAIVER. NextG agrees to indemnify, defend, protect, and hold harmless the City, its council members, officers, and employees from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgements, and all costs and expenses incurred in connection therewith, including reasonable attorney's fees and costs of defense (collectively, the "Losses") directly or proximately resulting from NextG's activities undertaken pursuant to this Use Agreement, except to the extent arising from or caused by the sole negligence or willful misconduct of the City, its council members, officers, employees, agents, or contractors.

6.1 Waiver of Claims. NextG waives any and all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any Equipment or any loss or degradation of the Services as a result of any event or occurrence which is beyond the reasonable control of the City.

6.2 Limitation of City's Liability. The City shall be liable only for the cost of repair to damaged Equipment arising from the sole negligence or willful misconduct of City, its employees, agents, or contractors and shall in no event be liable to indirect or consequential damages.

7 SECURITY. In order to secure performance of its obligations under this Use Agreement, upon commencement of construction, NextG agrees to provide a irrevocable replenishing standby Letter of Credit to the City with no expiration date in the amount of \$1,000 per pole to which NextG attaches its Equipment, for the purpose of covering any damage or loss suffered by the City as a result of NextG's failure to comply with applicable laws and the terms of this agreement with respect to payment of fees and removal or relocation of its Equipment. City agrees that no monies shall be withdrawn under the Letter of Credit unless, i) NextG fails to pay any fees due under this agreement or ii) NextG fails to remove or relocate its Equipment within ten (10) days of receiving a written request, and such terms shall be incorporated into the Letter of Credit.

8 INSURANCE. NextG shall obtain and maintain at all times during the term of this Use Agreement Commercial General Liability insurance and Commercial Automobile Liability insurance protecting NextG in an amount not less than One Million Dollars (\$1,000,000) per occurrence (combined single limit), including bodily injury and property damage, and in an amount not less than Two Million Dollars (\$2,000,000) annual aggregate for each personal injury liability and products-completed operations. The Commercial General Liability insurance policy shall name the City, its council members, officers, and employees as additional insureds as respects any covered liability arising out of NextG's performance of work under this Use Agreement. Coverage shall be in an occurrence form and in accordance with the limits and provisions specified herein. Claims-made policies are not acceptable. Such insurance shall not be canceled, nor shall the occurrence or aggregate limits set forth above be reduced, until the City has received at least thirty (30) days' advance written notice of such cancellation or change. NextG shall be responsible for notifying the City of such change or cancellation.

8.1 Filing of Certificates and Endorsements. Prior to the commencement of any work pursuant to this Use Agreement, NextG shall file with the City the required original certificate(s) of insurance with endorsements, which shall state the following:

- (a) the policy number; name of insurance company; name and address of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts;
- (b) that the City shall receive thirty (30) days' prior notice of cancellation;
- (c) that NextG's Commercial General Liability insurance policy is primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance; and
- (d) that NextG's Commercial General Liability insurance policy waives any right of recovery the insurance company may have against the City.

The certificate(s) of insurance with endorsements and notices shall be mailed to the City at the address specified in § 9 below.

8.2 Workers' Compensation Insurance. NextG shall obtain and maintain at all times during the term of this Use Agreement statutory workers' compensation and employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) and shall furnish the City with a certificate showing proof of such coverage.

8.3 Insurer Criteria. Any insurance provider of NextG shall be admitted and authorized to do business in the State of California and shall carry a minimum rating assigned by *A.M. Best & Company's Key Rating Guide* of "A" Overall and a Financial Size Category of "X" (i.e., a size of \$500,000,000 to \$750,000,000 based on capital, surplus, and conditional reserves). Insurance policies and certificates issued by non-admitted insurance companies are not acceptable.

8.4 Severability of Interest. Any deductibles or self-insured retentions must be stated on the certificate(s) of insurance, which shall be sent to and approved by the City. "Severability of interest" or "separation of insureds" clauses shall be made a part of the Commercial General Liability and Commercial Automobile Liability policies.

9 NOTICES. All notices which shall or may be given pursuant to this Use Agreement shall be in writing and delivered personally or transmitted (a) through the United States mail, by registered or certified mail, postage prepaid; (b) by means of prepaid overnight delivery service; or (c) by facsimile or email transmission, if a hard copy of the same is followed by delivery through the U. S. mail or by overnight delivery service as just described, addressed as follows:

if to the City:

CITY OF MILPITAS
Attn: City Engineer
455 E Calaveras Blvd
Milpitas, CA 95035

if to NextG:

NEXTG NETWORKS, INC.
Attn: Contracts Administration
1759 South Main Street, Suite 128
Milpitas, CA 95035

9.1 Date of Notices; Changing Notice Address. Notices shall be deemed given upon receipt in the case of personal delivery, three (3) days after deposit in the mail, or the next business day in the case of facsimile, email, or overnight delivery. Either party may from time to time designate any other address for this purpose by written notice to the other party delivered in the manner set forth above.

10 TERMINATION. This Use Agreement may be terminated by either party upon forty five (45) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within forty-five (45) days of receipt of written notice of default (or, if such default is not curable within forty-five (45) days, if the defaulting party fails to commence such cure within forty-five (45) days or fails thereafter diligently to prosecute such cure to completion), provided that the grace period for any monetary default shall be ten (10) days from receipt of notice. Except as expressly provided herein, the rights granted under this Use Agreement are irrevocable during the term.

11 ASSIGNMENT. This Use Agreement shall not be assigned by NextG without the express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of NextG to a parent, subsidiary, or other affiliate of NextG or to any successor in interest or entity acquiring fifty-one percent (51%) or more of NextG's stock or assets (collectively "Exempted Transfers") shall not be deemed an assignment for the purposes of this Agreement and therefore shall not require the consent of the City, provided that NextG reasonably demonstrates to the City's lawfully empowered designee the following criteria (collectively the "Exempted Transfer Criteria"): (i) such transferee will have a financial strength after the proposed transfer at least equal to that of NextG immediately prior to the transfer; (ii) any such transferee assumes all of NextG's obligations hereunder; and (iii) the experience and technical qualifications of the proposed transferee, either alone or together with NextG's management team, in the provision of telecommunications or similar services, evidences an ability to operate the NextG Network. NextG shall give at least thirty (30) days' prior written notice (the "Exempted Transfer Notice") to the City of any such proposed Exempted Transfer and shall set forth with specificity in such Exempted Transfer Notice the reasons why NextG believes the Exempted Transfer Criteria have been satisfied. The City Council of City shall have a period of thirty (30) days (the "Exempted Transfer Evaluation Period") from the date that NextG gives the City its Exempted Transfer Notice to object in writing to the adequacy of the evidence contained therein. Notwithstanding the foregoing, the Exempted Transfer Evaluation Period shall not be deemed to have commenced until the City has received from NextG any and all additional information the City may reasonably require in connection with its evaluation of the Exempted Transfer Criteria as set forth in the Exempted Transfer Notice, so long as the City gives NextG notice in writing of the additional information the City requires within fifteen (15) days after the City's receipt of the original Exempted Transfer Notice. If the City Council of City fails to act upon NextG's Exempted Transfer Notice within the Exempted Transfer Evaluation Period (as the same may be extended in accordance with the foregoing provisions), such failure shall be deemed an affirmation by the City Council that NextG has in fact established compliance with the Exempted Transfer Criteria to the City's satisfaction.

12 MISCELLANEOUS PROVISIONS. The provisions which follow shall apply generally to the obligations of the parties under this Use Agreement.

12.1 Nonexclusive Use. NextG understands that this Use Agreement does not provide NextG with exclusive use of the Public Way or any Municipal Facility and that City shall have the right to permit other providers of communications services to install equipment or devices in the Public Way and on Municipal Facilities. City agrees promptly to notify NextG of the receipt of a proposal for the installation of communications equipment or devices in the Public Way or on Municipal Facilities. In addition, City agrees to advise other providers of communications services of the presence or planned deployment of the Equipment in the Public Way and/or on Municipal Facilities.

12.2 Waiver of Breach. The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or a continuing waiver of any subsequent breach or violation of the same or any other provision of this Use Agreement.

12.3 Severability of Provisions. If any one or more of the provisions of this Use Agreement shall be held by court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Use Agreement and shall not affect the legality, validity, or constitutionality of the remaining portions of this Use Agreement. Each party hereby declares that it would have entered into this Use Agreement and each provision hereof regardless of whether any one or more provisions may be declared illegal, invalid, or unconstitutional.

12.4 Contacting NextG. NextG shall be available to the staff employees of any City department having jurisdiction over NextG's activities twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the attachment, installation, operation, maintenance, or removal of the Equipment. The City may contact by telephone the network control center operator at telephone number 1-866-44-NEXTG (446-3984) regarding such problems or complaints.

12.5 Governing Law; Jurisdiction. This Use Agreement shall be governed and construed by and in accordance with the laws of the State of California, without reference to its conflicts of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California, County of Santa Clara, or in the United States District Court for the Northern District of California.

12.6 Attorneys' Fees. Should any dispute arising out of this Use Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including (without limitation) reasonable attorneys' fees.

12.7 Consent Criteria. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Use Agreement, such party shall not unreasonably delay, condition, or withhold its approval or consent.

12.8 Representations and Warranties. Each of the parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations hereunder and that such obligations shall be binding upon such party without the requirement of the approval or consent of any other person or entity in connection herewith, except as provided in § 3.2 above.

12.9 Amendment of Use Agreement. This Use Agreement may not be amended except pursuant to a written instrument signed by both parties.

12.10 Entire Agreement. This Use Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

In witness whereof, and in order to bind themselves legally to the terms and conditions of this Use Agreement, the duly authorized representatives of the parties have executed this Use Agreement as of the Effective Date.

City: CITY OF MILPITAS, a municipal corporation

By: _____

[name typed]

Its: _____

Date: _____, 2005

NextG: NEXTG NETWORKS, INC., a Delaware corporation dba NextG Networks West

By: _____

John B. Georges, CEO

Date: _____, 2005

I HEREBY APPROVE the form and legality of the foregoing Use Agreement this _____ day of _____, 2005.

_____, City Attorney

By

_____, Deputy City Attorney

Exhibits:

Exhibit A - Equipment

Exhibit B - Additional Information Required for Encroachment Permits

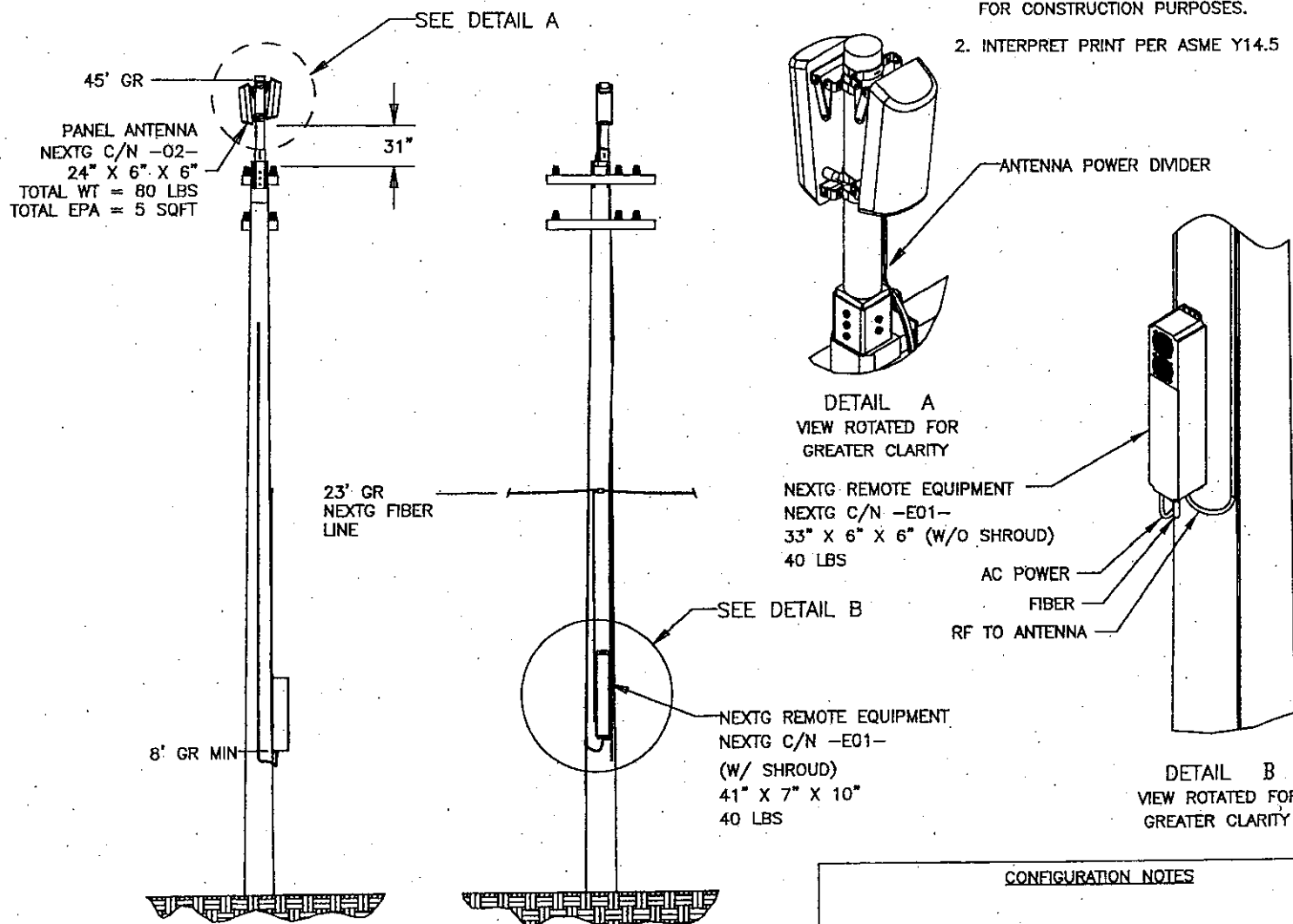
Exhibit C- Midtown area boundary map

Exhibit A

Equipment

1. Nextel equipment attachment to Decorative lamp post is subject to review and approval by City of Milpitas on a case by case basis.
2. Nextel equipment attachment to Wooden distribution pole is shown here as acknowledgement by City (Refer to section 3.2). City of Milpitas does not own any wooden distribution light poles.
3. Nextel equipment attachment to Standard lamp post is shown with 4 different equipment types.

WOODEN DISTRIBUTION POLE P03 - E01



WOODEN DISTRIBUTION POLE - LAYOUT
NEXTG CONFIGURATION: P03-E01-A02-B2-D0-M0-F0-C##

NOTES:

1. THE INFORMATION CONTAINED ON THESE PRINTS ARE FOR REFERENCE ONLY - DO NOT USE FOR CONSTRUCTION PURPOSES.
2. INTERPRET PRINT PER ASME Y14.5

[illegible]

NOTE TO INSTALLATION CONTRACTOR:
THIS DRAWING MAY NOT REVEAL THE EXISTENCE
OR LOCATION OF ALL UNDERGROUND UTILITIES OR
IT IS THE SOLE RESPONSIBILITY OF THE
INSTALLATION CONTRACTOR TO VERIFY THE
EXISTENCE AND LOCATION OF ALL UNDERGROUND
UTILITIES. COST OF SUCH VERIFICATION OF
UTILITY COMPANIES AND LOCATION SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DRINKING WT: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY

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PREPARED BY:

BT:
NEXTG NETWORKS
1750 S. MAIN ST. STE 120
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: WOODEN DISTRIBUTION POLE & NEXTG C/N E01 EQUIP. LAYOUT

SYNOPSIS NO.

DEVELOPING PAGE

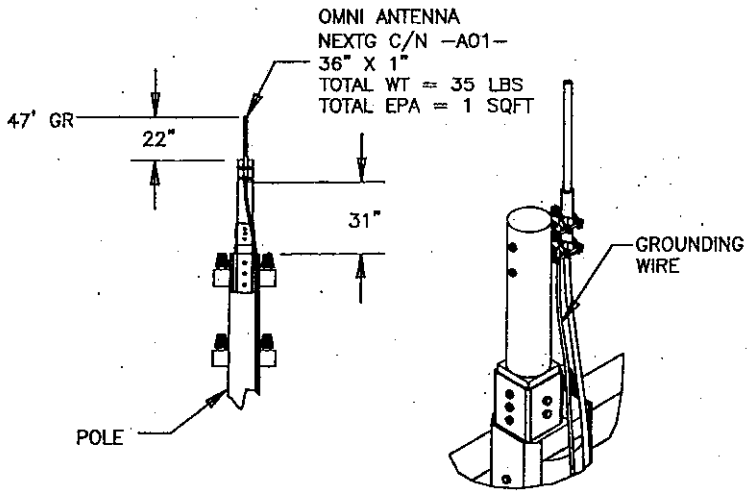
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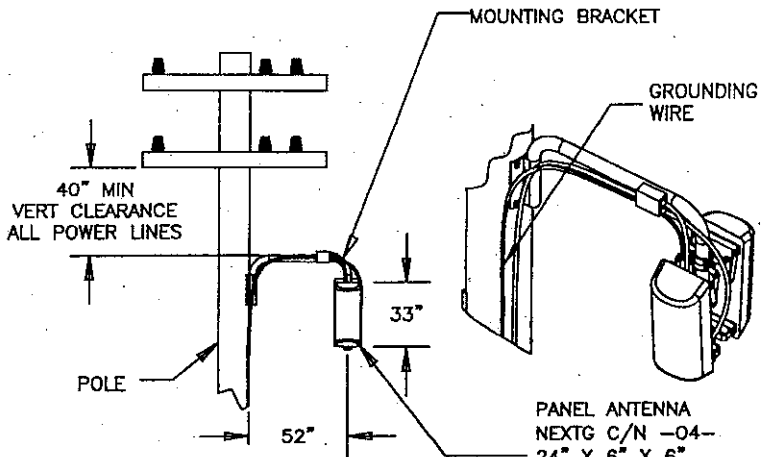
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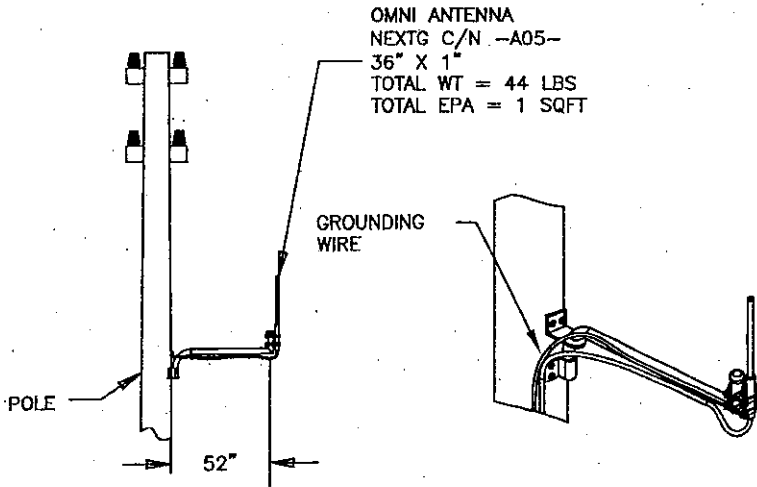
NextG Networks-Remote Equipment Catalog



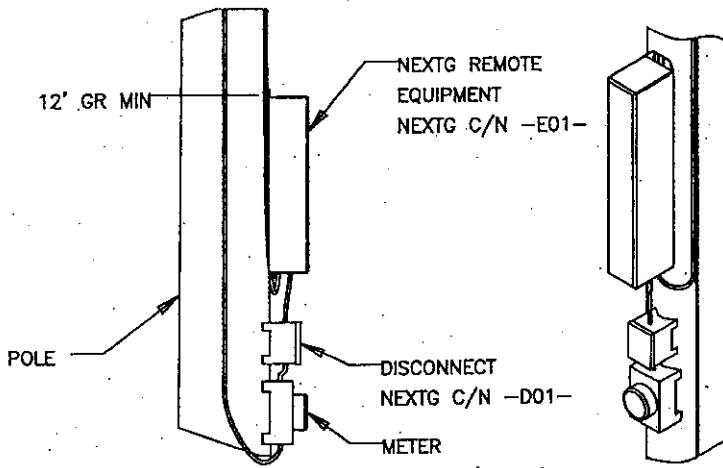
TOP MOUNTED OMNI ANTENNA
NEXTG CONFIGURATION -A01-



SIDE MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A04-



SIDE MOUNTED OMNI ANTENNA
NEXTG CONFIGURATION: -A05-



METER DISCONNECT OPTION
NEXTG CONFIGURATION -D1-M1-

[illegible]

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TITLE: WOODEN DISTRIBUTION POLE &
NEXTG C/N ED1 EQUIP. LAYOUT

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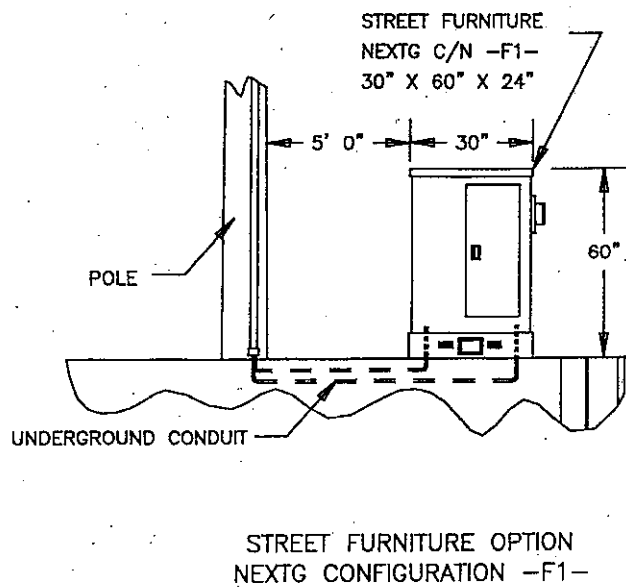
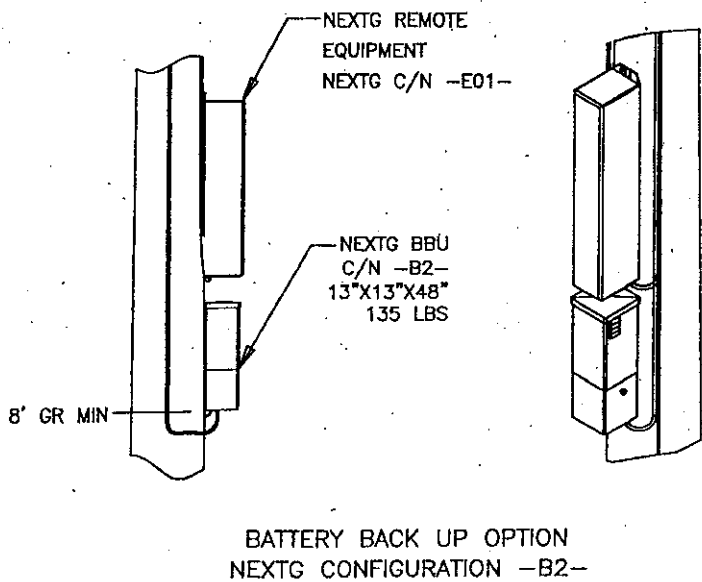
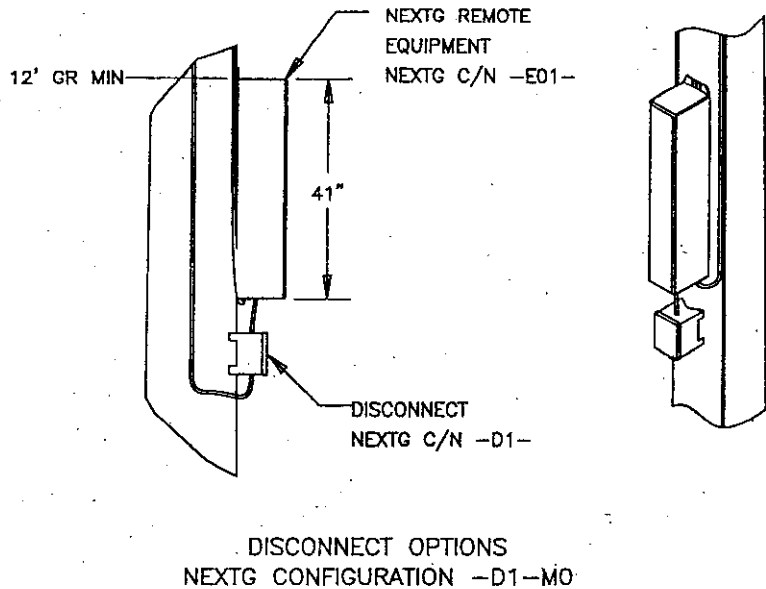
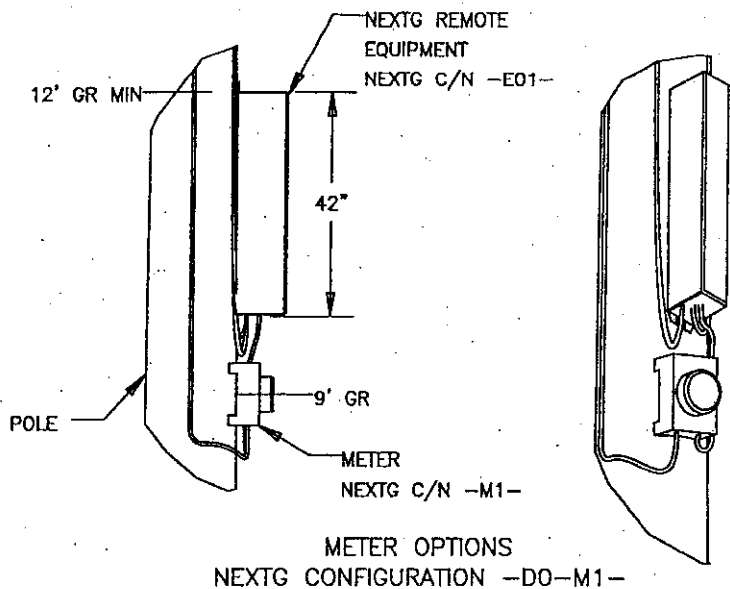
DATE PREPARED:

SCALE: AS SHOWN

PLDT DATE : XX-XX-XX

2

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[illegible]

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ENGINEERED BY:

Name: _____

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(408) 719-8510

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SITE ADDRESS:

TITLE: WOODEN DISTRIBUTION POLE & NEXTG C/N ED1 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DUE: SEE PAGE

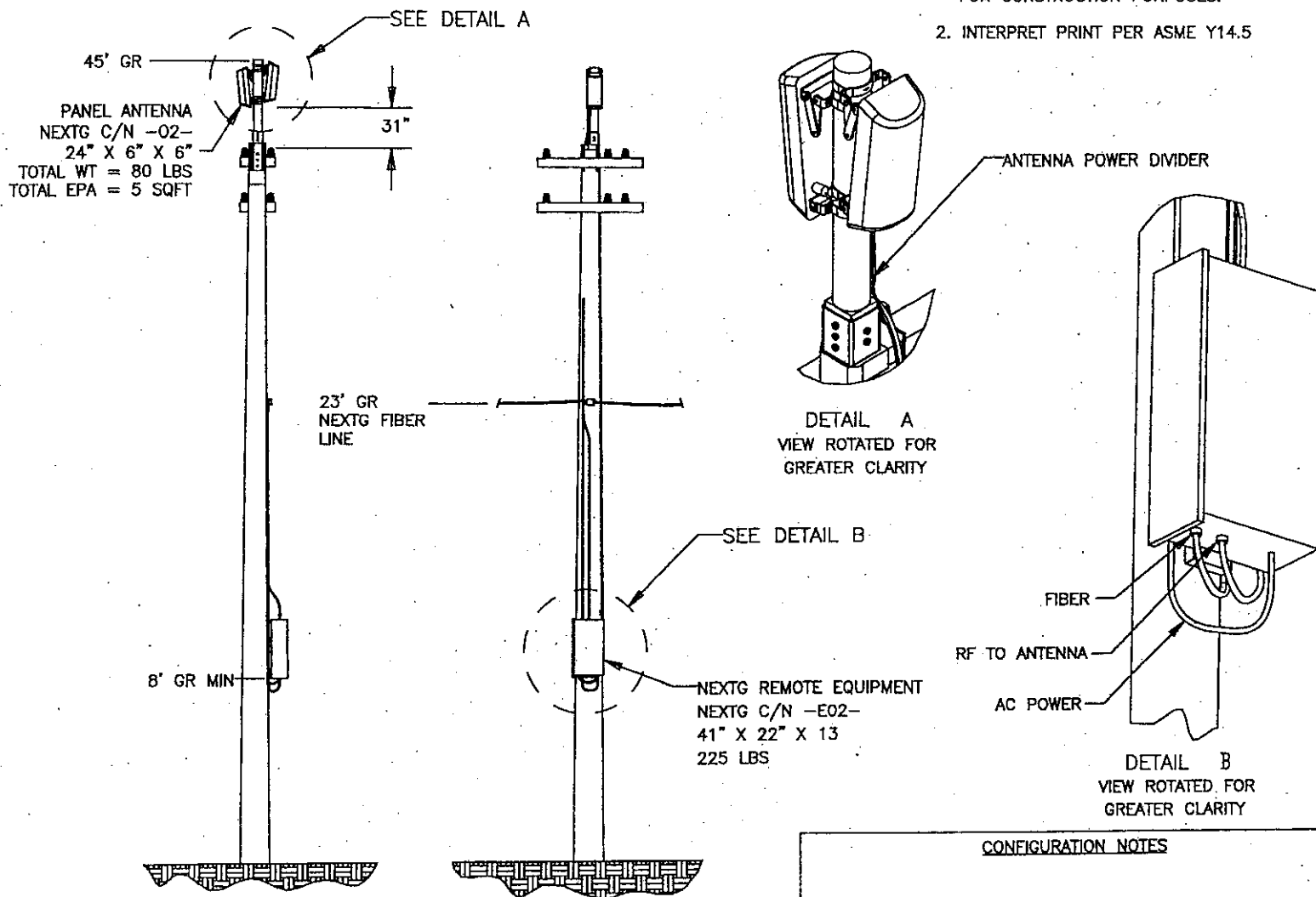
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NextG Networks-Remote Equipment Catalog

WOODEN DISTRIBUTION POLE P03 - E02



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2. INTERPRET PRINT PER ASME Y14.5

[illegible]

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SITE ADDRESS:

TITLE: WOODEN DISTRIBUTION POLE & NEXTG C/N ED2 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DELETED: 15-NOV-04

SCALE: AS SHOWN

PLDT DATE : XX-XX-XX

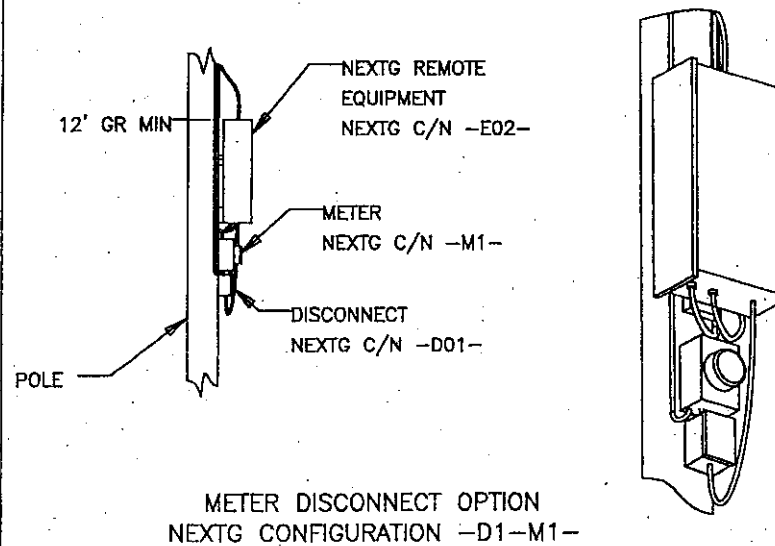
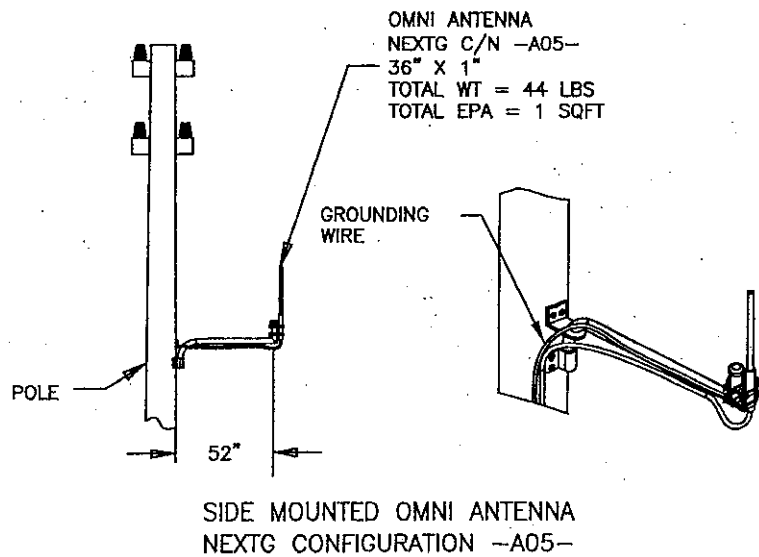
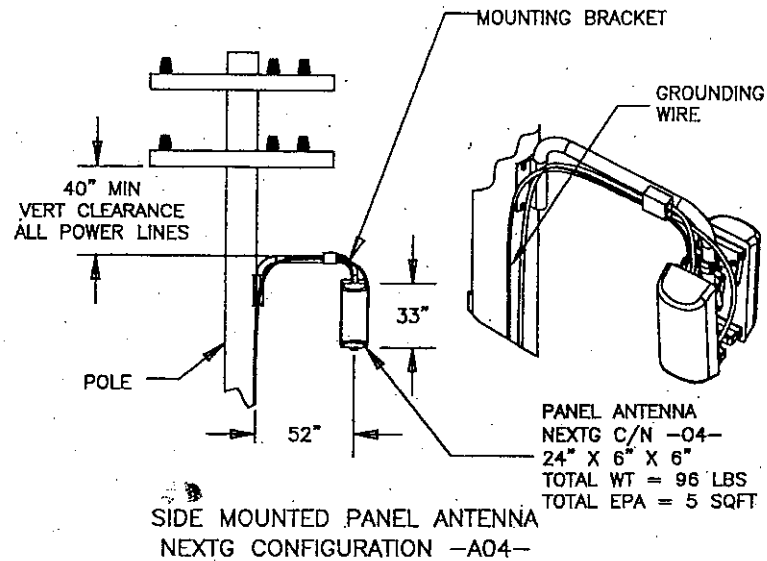
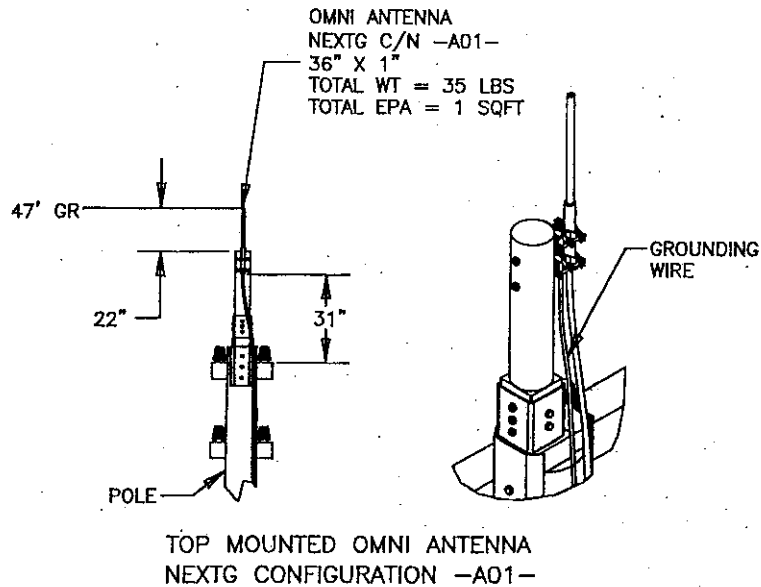
546

1

WOODEN DISTRIBUTION POLE - LAYOUT
NEXTG CONFIGURATION: P03-E02-A02-B0-D0-M0-F0-C##

CONFIGURATION NOTES

NextG Networks-Remote Equipment Catalog

[illegible]

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title
WOODEN DISTRIBUTION POLE &
NEXTG C/N EO2 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE OWNED: SEE PAGE 1

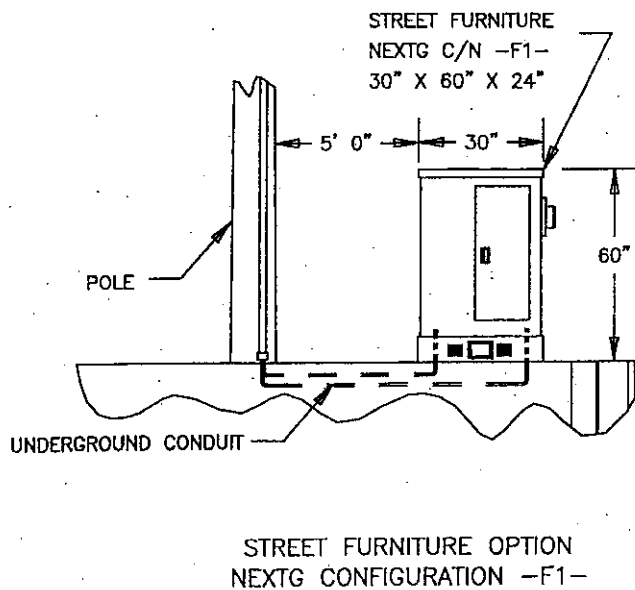
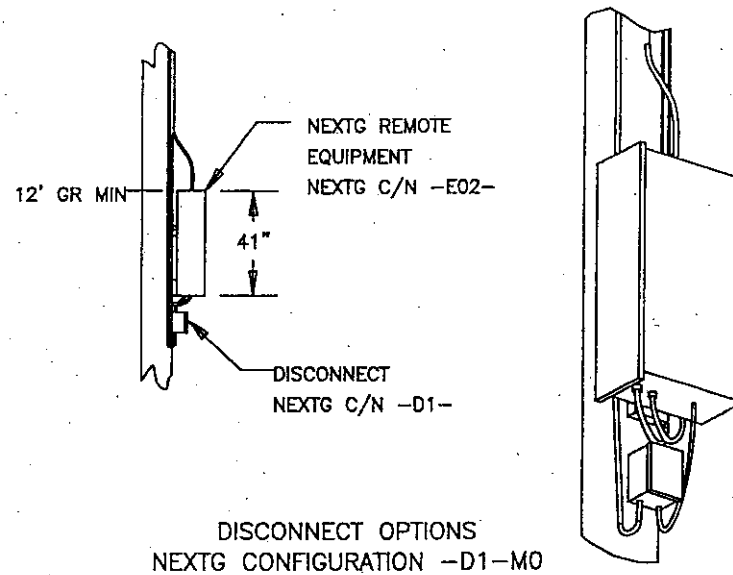
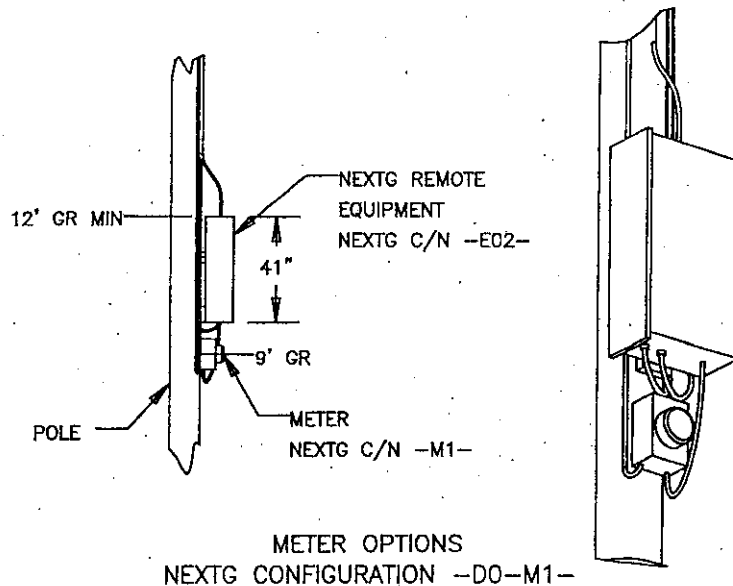
SCALE: AS SHOWN

PLANT DATE : XX-XX-XX

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2

NextG Networks-Remote Equipment Catalog

[illegible]

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UTILITIES. ANY OBSTRUCTIONS PRIOR TO ANY
EXCAVATION MUST BE CONTACTED LOCAL
UTILITY COMPANIES AND LOCATOR SERVICES FOR
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DEPT: KOLLABRA

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APPROVED BY: E. SCHOENMAN

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(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: WOODEN DISTRIBUTION POLE & NEXTG C/N E02 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWING: SEE PAGE 1

SCALE: AS SHOWN

PLOT DATE : XX-XX-XX

SHEET:

3

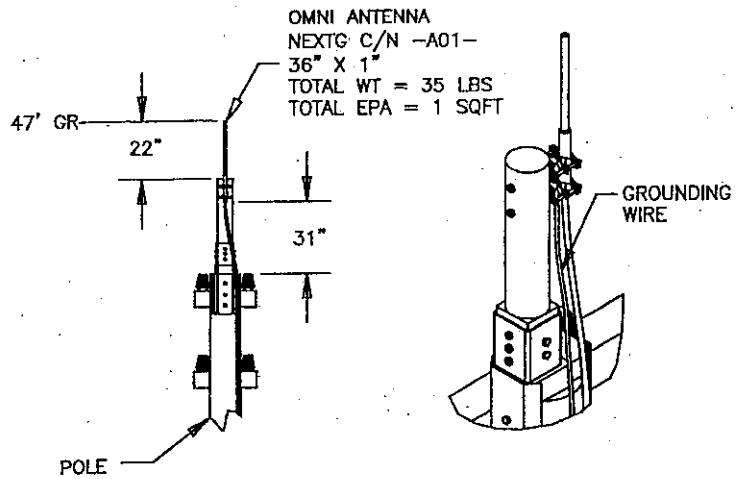
WOODEN DISTRIBUTION POLE P03 - E03

2. INTERPRET PRINT PER ASME Y14.5

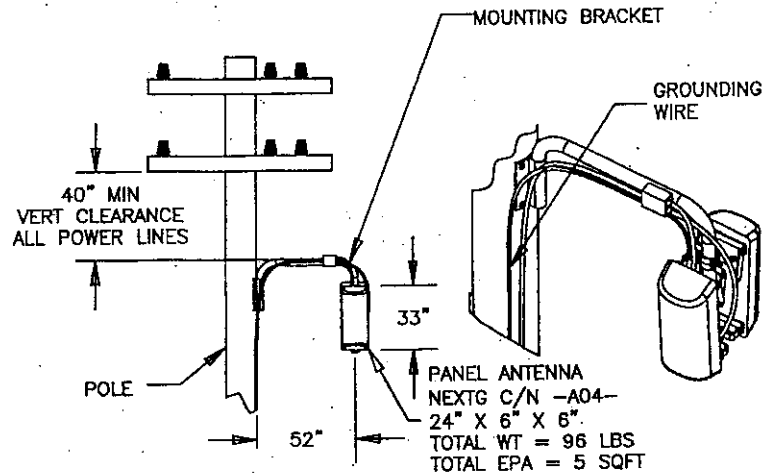


CONFIGURATION NOTES

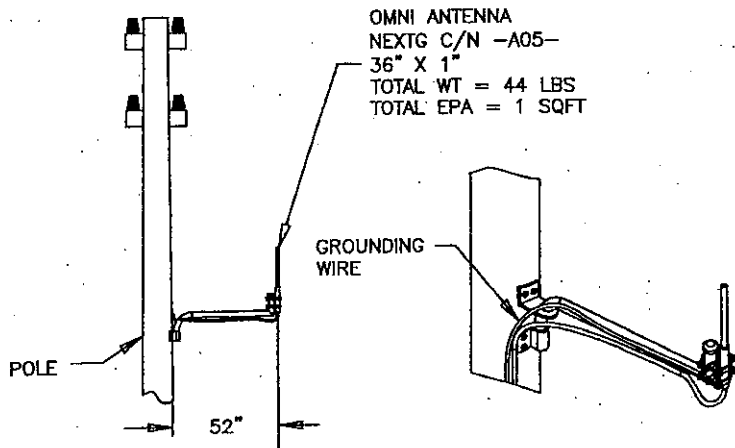
NextG Networks-Remote Equipment Catalog



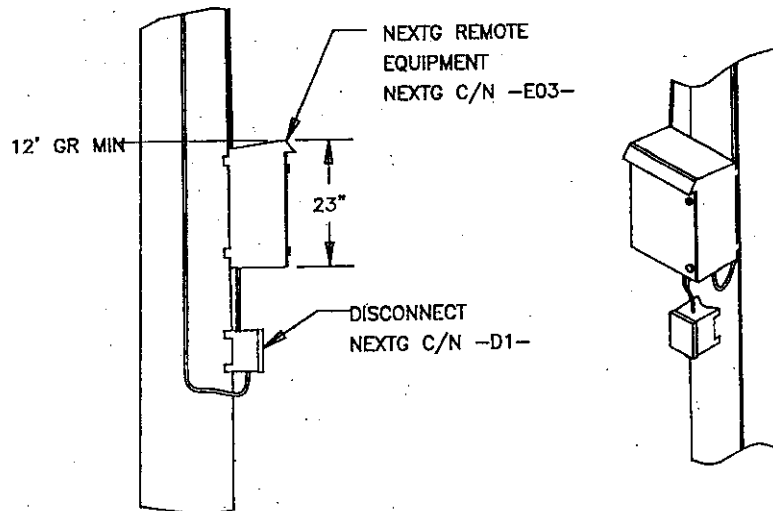
TOP MOUNTED OMNI ANTENNA
NEXTG CONFIGURATION -A01-



SIDE MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A04-



SIDE MOUNTED OMNI ANTENNA
NEXTG CONFIGURATION -A05-



DISCONNECT OPTIONS
NEXTG CONFIGURATION -D1-M0

[illegible]

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UTILITY COMPANIES AND LOCATOR SERVICES FOR
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 MILPITAS, CA 95035
 (408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: WOODEN DISTRIBUTION POLE &
NEXTG C/N E03 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWN: SEE PAGE 1

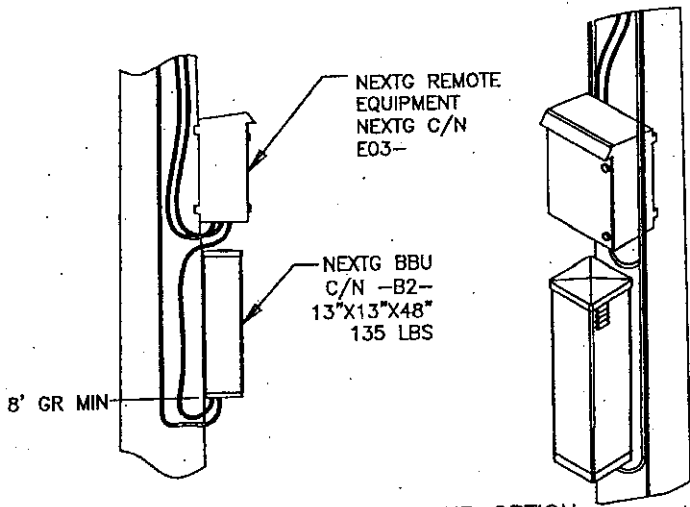
SCALE AS SHOWN

PLOT DATE : XX-XX-XX

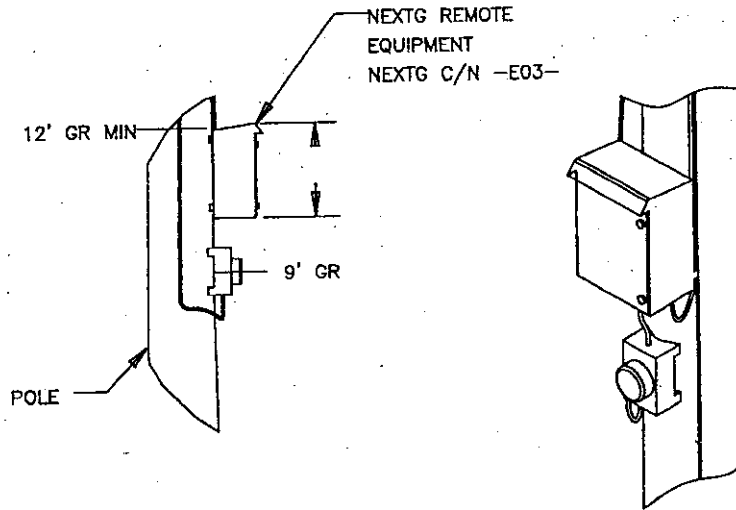
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2

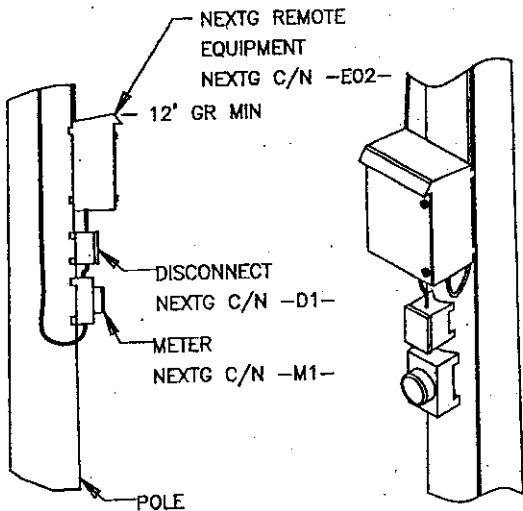
NextG Networks-Remote Equipment Catalog



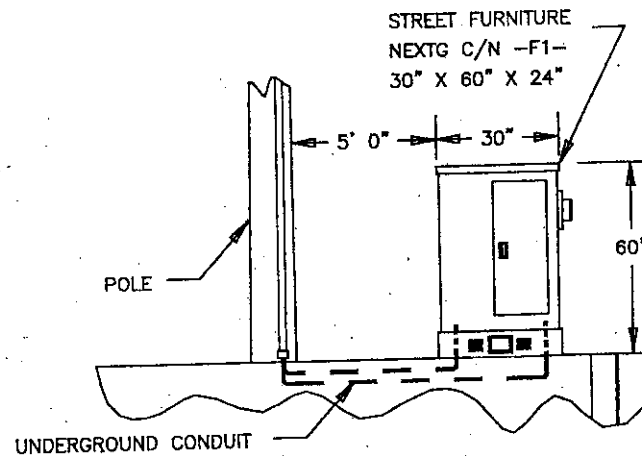
BATTERY BACK UP OPTION
NEXTG CONFIGURATION -B2--



METER OPTIONS
NEXTG CONFIGURATION -DO-M1-



METER DISCONNECT OPTION
NEXTG CONFIGURATION. --D1-M1--



STREET FURNITURE OPTION
NEXTG CONFIGURATION -F1-

[illegible]

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SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

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APPROVED BY: E. SCHOENMAN

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MILPITAS, CA 95035
(408) 719-8510

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TITLE: WOODEN DISTRIBUTION POLE &
NEXTG C/N E03 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWN: SEE PAGE 1

SCALE: AS SHOWN

PLOT DATE : XX-XX-XX

SHEET:

3

NextG Networks-Remote Equipment Catalog

WOODEN DISTRIBUTION POLE P03 - E04

45' GR

PANEL ANTENNA
NEXTG C/N -A02-
24" X 6" X 6"
TOTAL WT = 80 LBS
TOTAL EPA = 5 SQFT

31"

S

-SEE DETAIL A

23' GR
NEXTG FIBER
LINE

.8' GR MIN

DETAIL A
VIEW ROTATED FOR
GREATER CLARITY

SEE DETAIL B

NEXTG REMOTE EQUIPMENT
NEXTG C/N -E04-
21" X 18" X 10"
75 LBS

-ANTENNA POWER DIVIDER

FIBER —

AC POWER

RF TO ANTENNA

DETAIL B
VIEW ROTATED FOR
GREATER CLARITY

CONFIGURATION NOTES

[illegible]

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EXCAVATION. FOR MOST CONTACT LOCAL
UTILITY COMPANIES AND LOCATE SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

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NEXTG C/N E04 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWN: 15-NOV-04

SCALE AS SHOWN

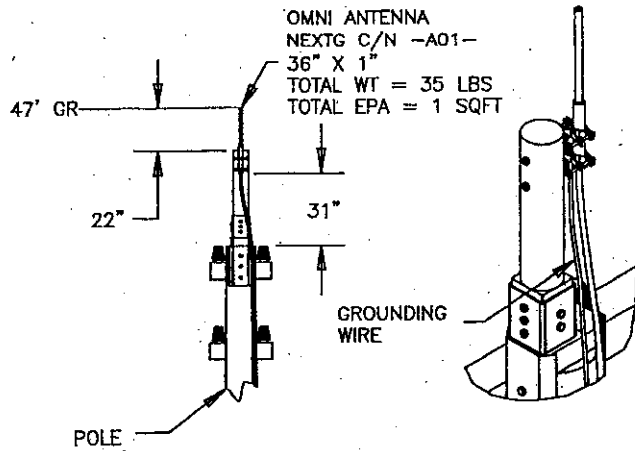
PLDT DATE : XX-XX-XX

SHEET:

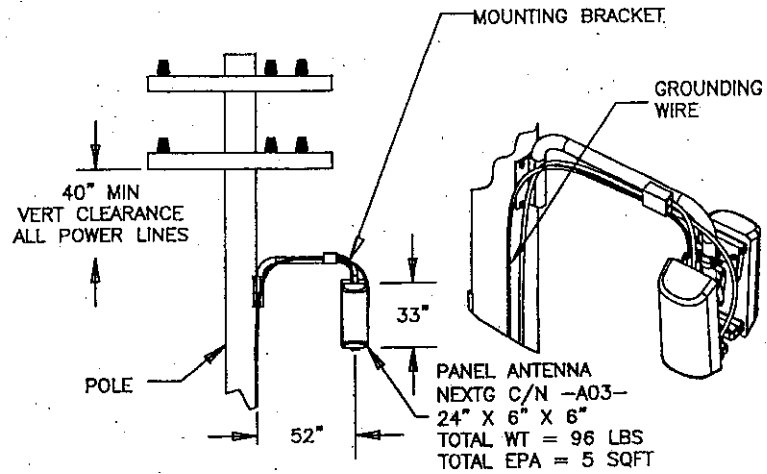
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WOODEN DISTRIBUTION POLE - LAYOUT.
NEXTG CONFIGURATION: P03-E04-A02-B0-D0-M0-F0-C##

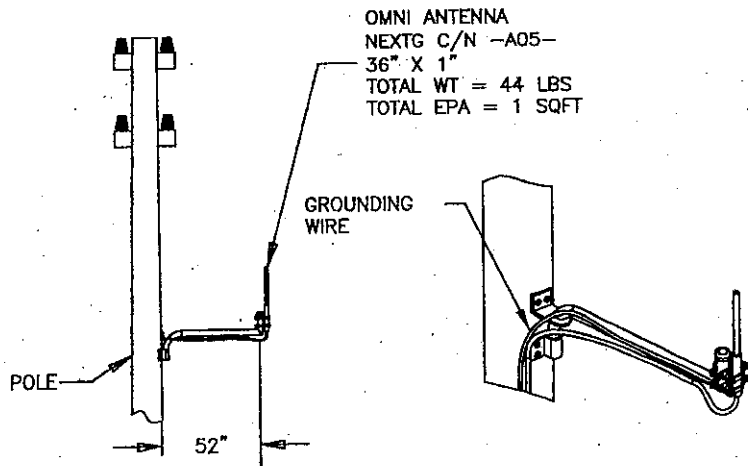
NextG Networks-Remote Equipment Catalog



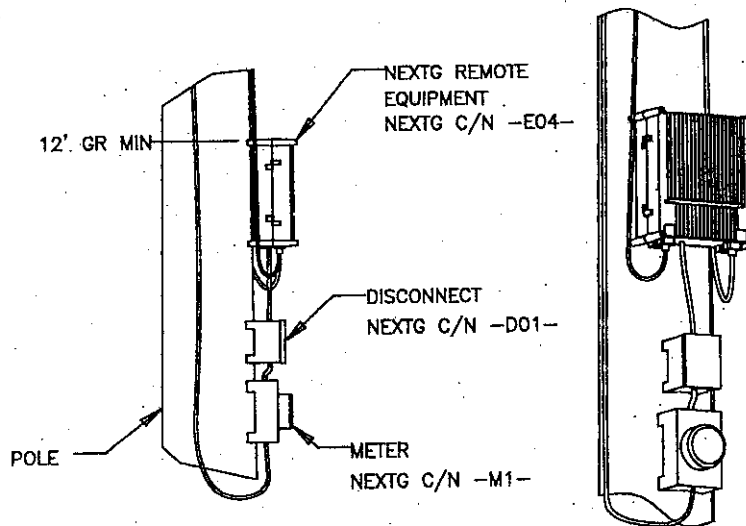
TOP MOUNTED OMNI ANTENNA
NEXTG CONFIGURATION -A01-



SIDE MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A03-



SIDE MOUNTED OMNI ANTENNA
NEXTG CONFIGURATION -A05-



METER DISCONNECT OPTION
NEXTG CONFIGURATION -D1-M1-

[illegible]

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UTILITY COMPANIES AND LOCATION SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

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APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

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TITLE: WOODEN DISTRIBUTION POLE &
NEXTG C/N E04. EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

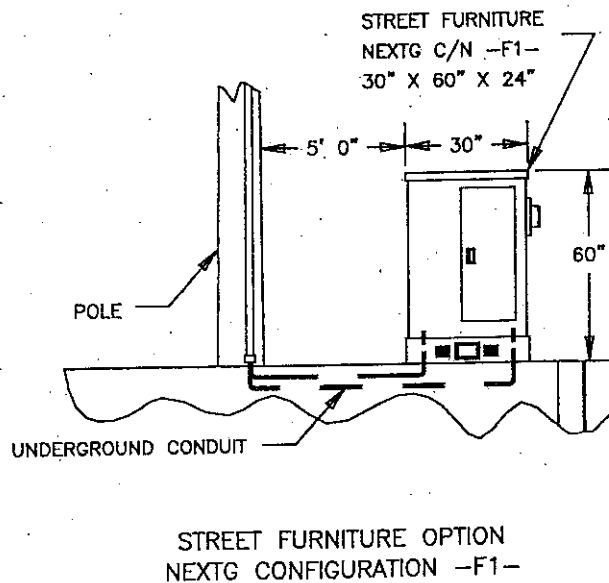
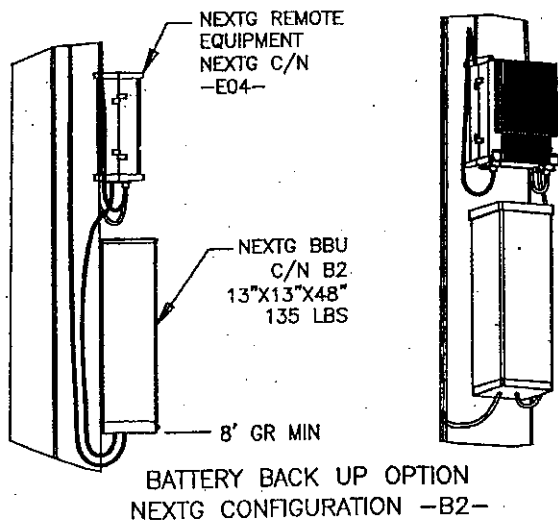
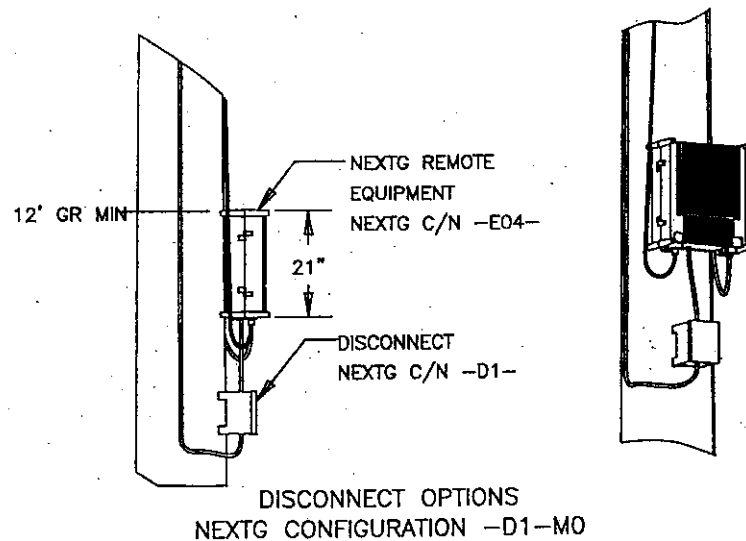
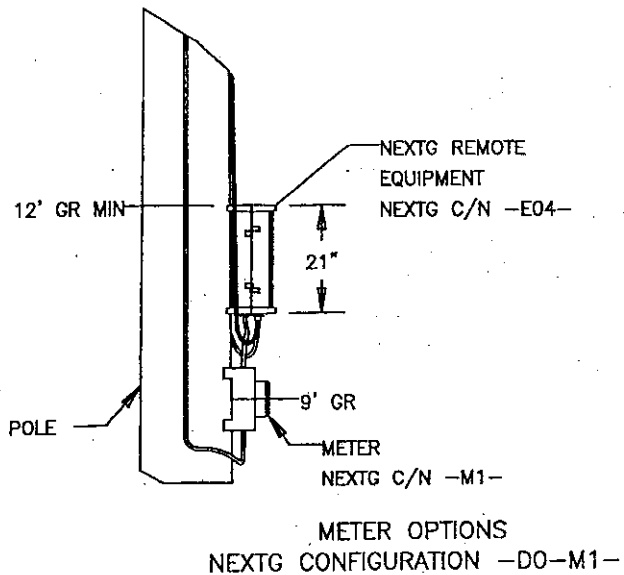
DATE DRAWN- SEE PAGE 1

SCALE: AS SHOWN

Figure 1 is a line graph showing the percentage of total energy expenditure (TEE) for different activities over a 24-hour period. The Y-axis is 'Percentage of TEE' (0-100) and the X-axis is 'Time of Day' (0-24). The legend indicates: Sleeping (solid line), Sedentary (dashed line), Light (dotted line), Moderate (dash-dot line), and Vigorous (long-dashed line). Sleeping is highest at night (~30-40%). Sedentary is highest in the morning (~20-30%). Light activity is highest in the afternoon (~10-20%). Moderate and Vigorous activities are highest in the afternoon (~10-20%).

2

NextG Networks-Remote Equipment Catalog

[illegible]

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APPROVED BY: E. SCHOENMAN

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Part 1: Page 1 of 1

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CONTRACT NO.:

DRAWING NO:

DATE DWNLD: SEE PAGE 1

SCALE: AS SHOWN

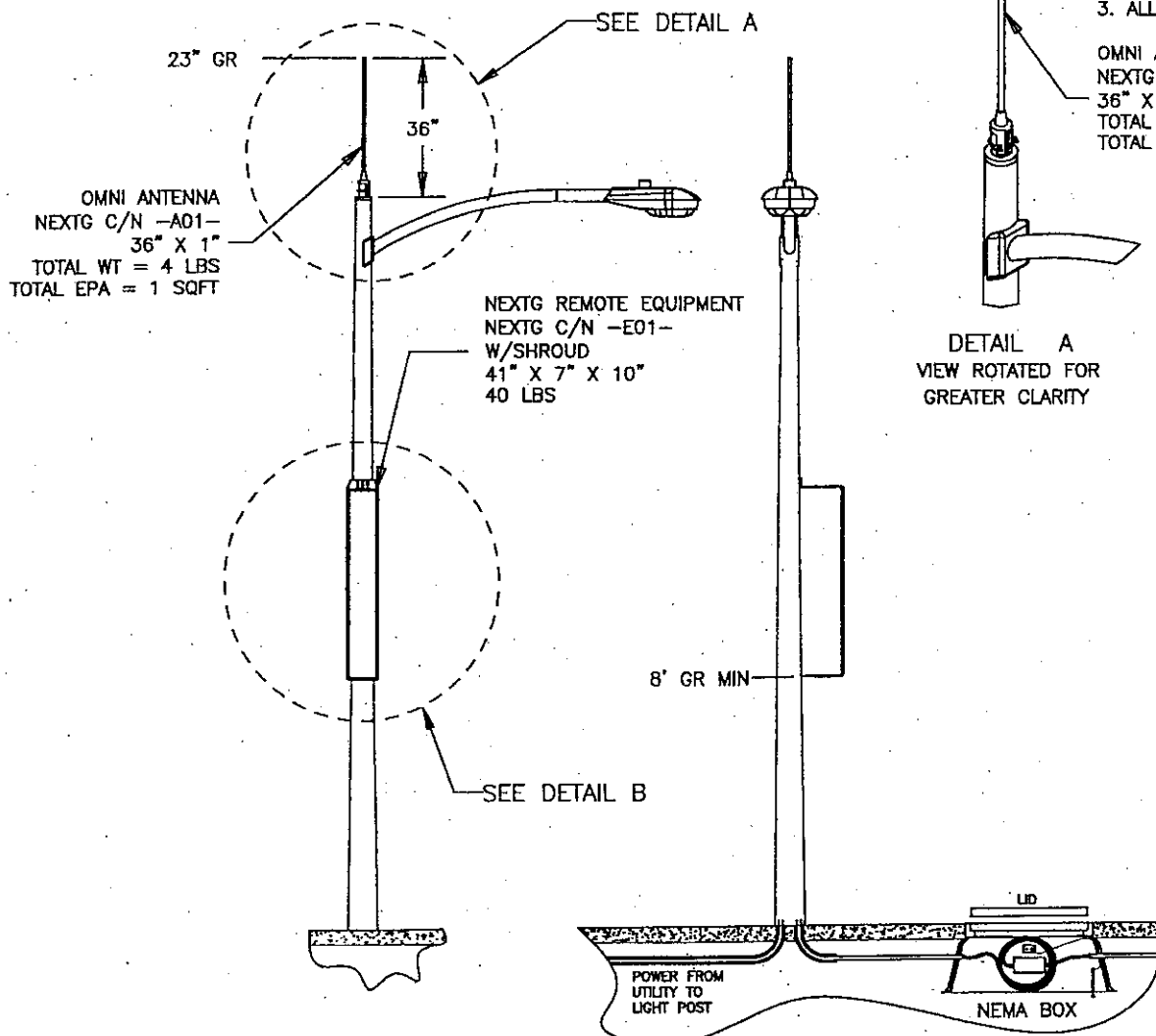
PLOT DATE : XX-XX-XX

SA-REI

5

NextG Networks-Remote Equipment Catalog

STANDARD LAMP POST P01 - E01



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2. INTERPRET PRINT PER ASME Y14.5
3. ALL CABLES ROUTED ON INTERIOR OF POLE.

OMNI ANTENNA
NEXTG C/N -A01-
36" X 1"
TOTAL WT = 4 LBS
TOTAL EPA = 1 SQFT

DETAIL A
VIEW ROTATED FOR
GREATER CLARITY

DETAIL B
VIEW ROTATED FOR
GREATER CLARITY

33" X 6" X 6"
(W/O SHROUD)

FIBER
RF TO ANTENNA
AC POWER

CONFIGURATION NOTES

STANDARD LAMP POST - LAYOUT
NEXTG CONFIGURATION: P01-E01-A01-B0-D0-M0-F0-C##

[illegible]

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INSTALLATION AND LOCATION SERVICES FOR
SUCH UTILITIES PRIOR TO ANY EXCAVATION.

DRAWING BY: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERING INC.

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1750 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG C/N E01 EQUIP. LAYOUT

CONTRACT NO.:

DELIVERED BY:

DATE DOWNGR: 03-DEC-04

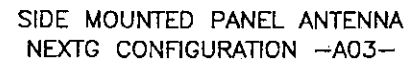
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PLUT DATE : XX-XX-XX

SMITH

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7

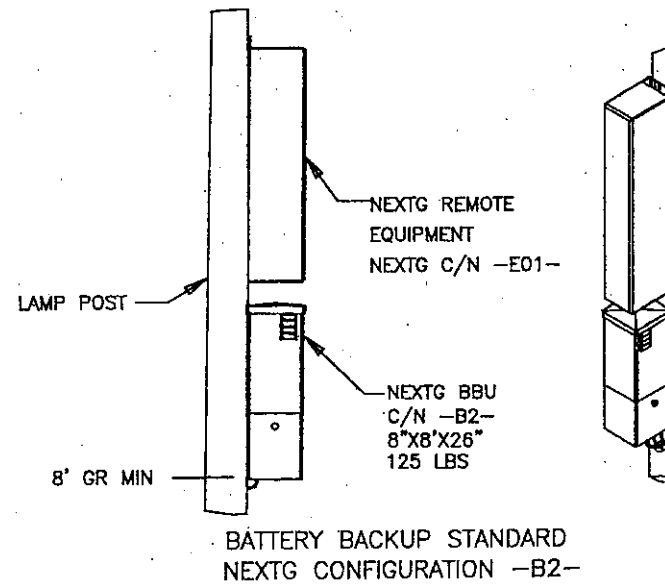
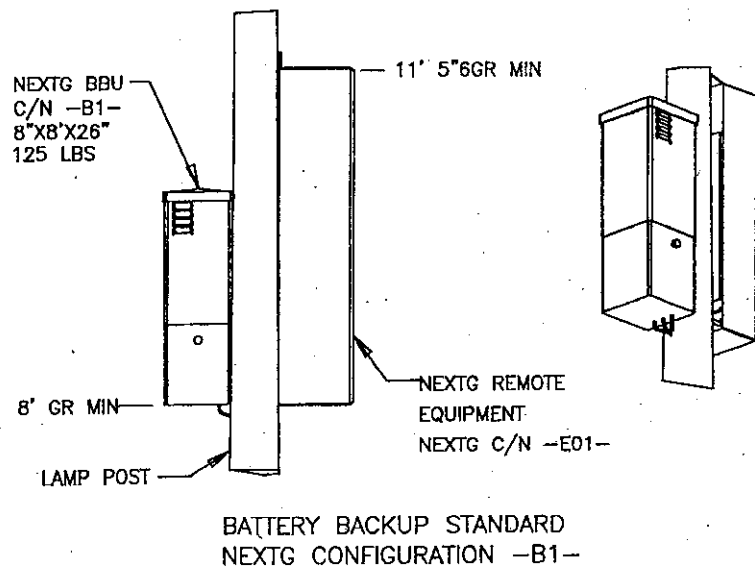
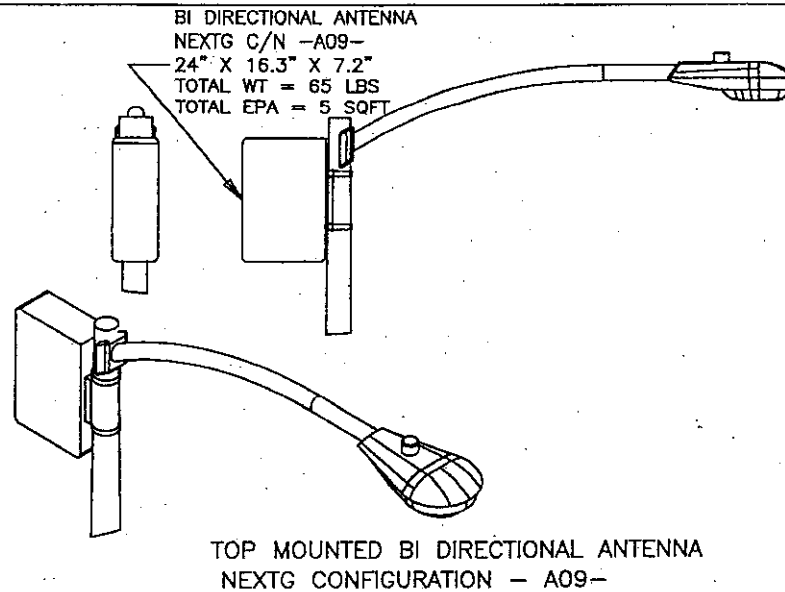
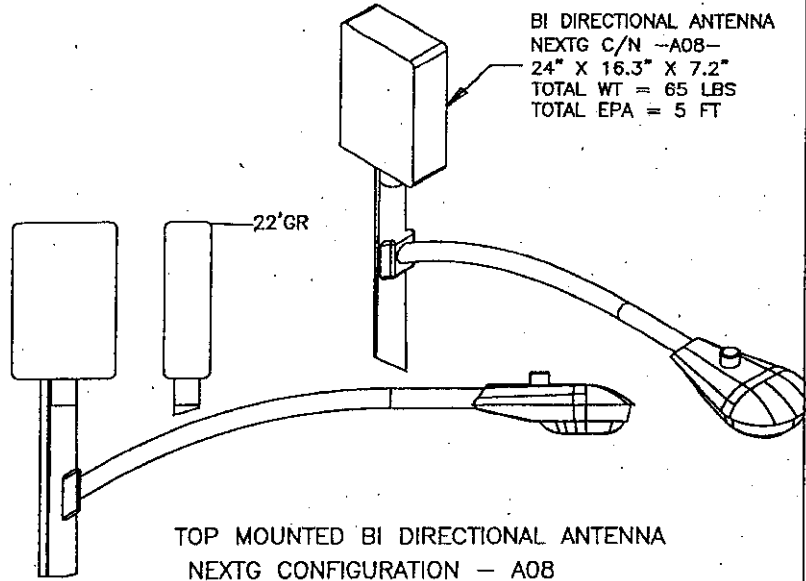


NOTE TO INSTALLATION CONTRACTOR:
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UTILITY COMPANIES AND LOCATOR SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

NextQ_Java_small_bud.jpg

TITLE: STANDARD LAMP POST & NEXTG C/N F01 EQUIP. LAYOUT		SHEET: <div style="font-size: 48px; text-align: center;">2</div>
CONTRACT NO.:		
DRAWING NO.:		
DATE DRAWING: SEE PAGE 1		
SCALE: AS SHOWN		
PLOT DATE: XX-XX-XX		

NextG Networks-Remote Equipment Catalog

[illegible]

NOTE TO INSTALLATION CONTRACTOR:
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UTILITIES OR OBSTRUCTIONS PRIOR TO ANY
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UTILITY COMPANIES AND LOCATOR SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DRAWN BY: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

Handwritten signature: *Handwritten signature*

PREPARED BY:
NEXTG NETWORKS
1750 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 718-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE
STANDARD LAMP POST &
NEXTG C/N E01 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWN: SEE PAGE 1

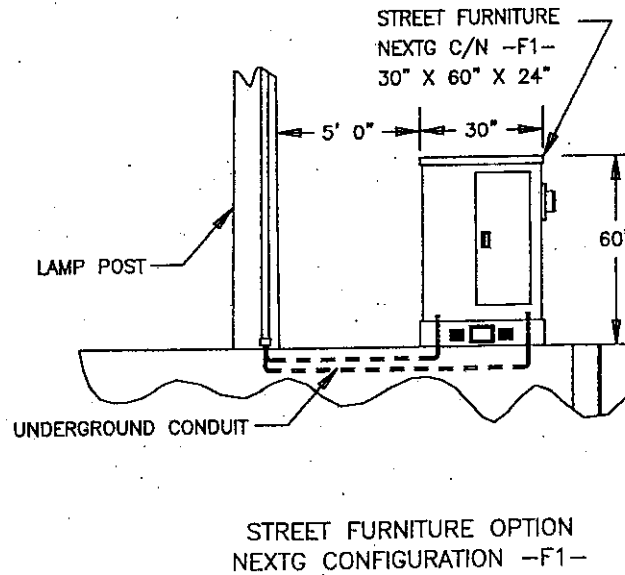
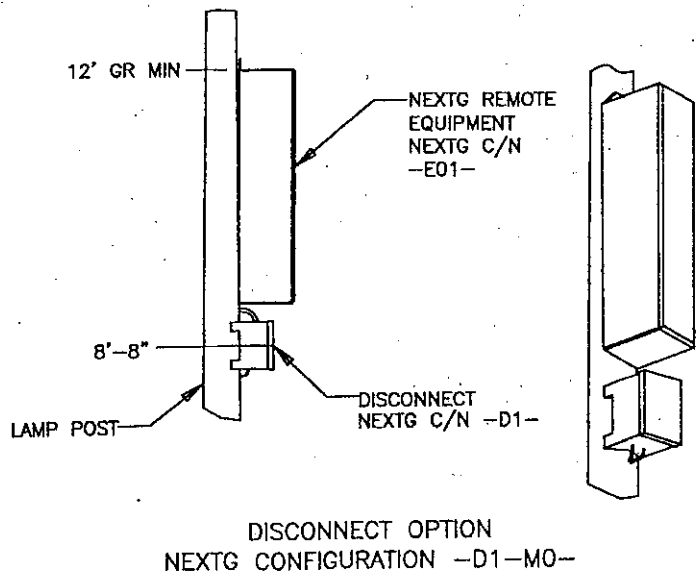
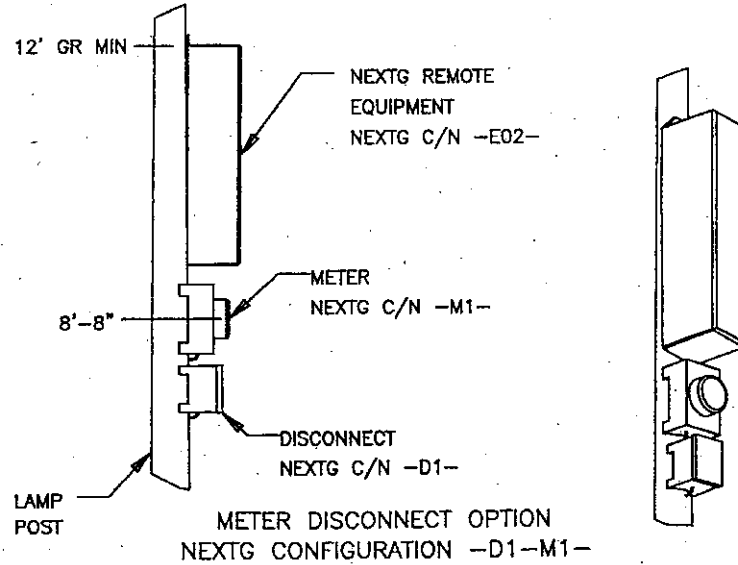
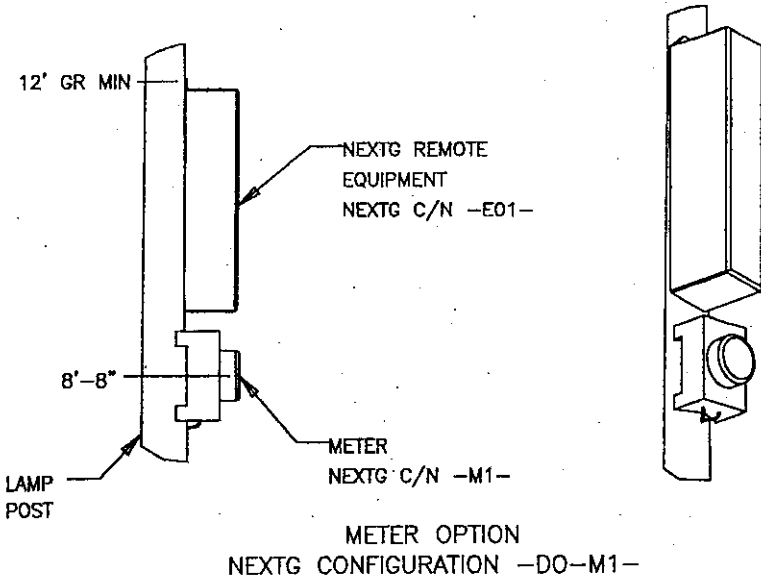
SCALE: AS SHOWN

PLDT DATE : XX-XX-XX

SHEET:

3

NextG Networks-Remote Equipment Catalog

[illegible]

NOTE TO INSTALLATION CONTRACTOR:
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SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DRAWN BY KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

PREPARED BY:
NEXTG NETWORKS
1750 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG. C/N E01 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWING: SEE PAGE 1

SCALE: AS SHOWN

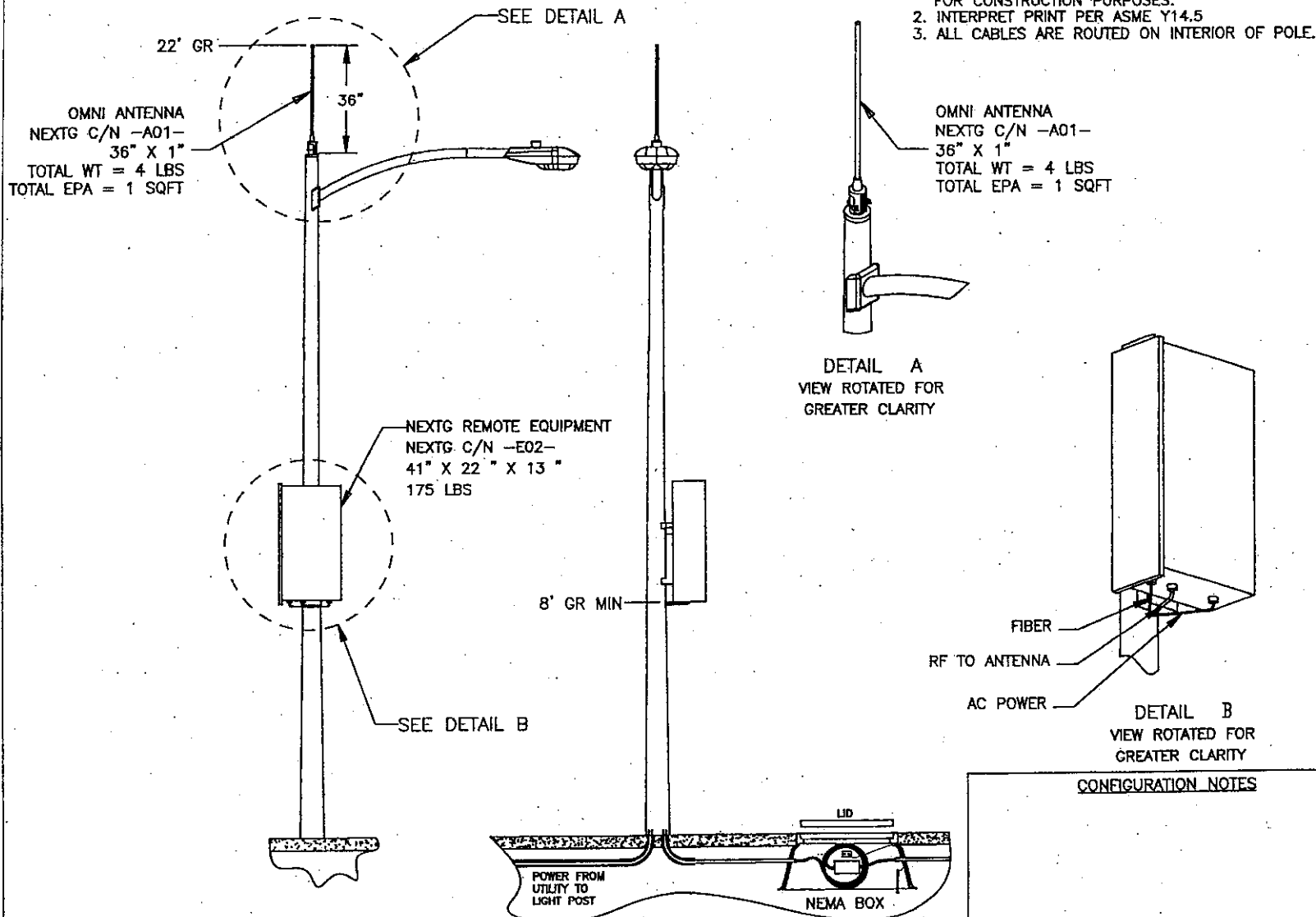
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4

NextG Networks-Remote Equipment Catalog

STANDARD LAMP POST P01 - E02



STANDARD LAMP POST - LAYOUT
NEXTG CONFIGURATION: P01-E02-A01-B0-D0-M0-F0-C##

[illegible]

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DRAWING BY: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERING INC.

NorthJaguarSmallJaguar.jpg

PREPARED BY:

NETSC NETWORKS
1750 S. MAIN ST. STE 120
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS

TITLE
STANDARD LAMP POST &
NEXTG C/N E02 EQUIP. LAYOUT

CONTRACT NO.:

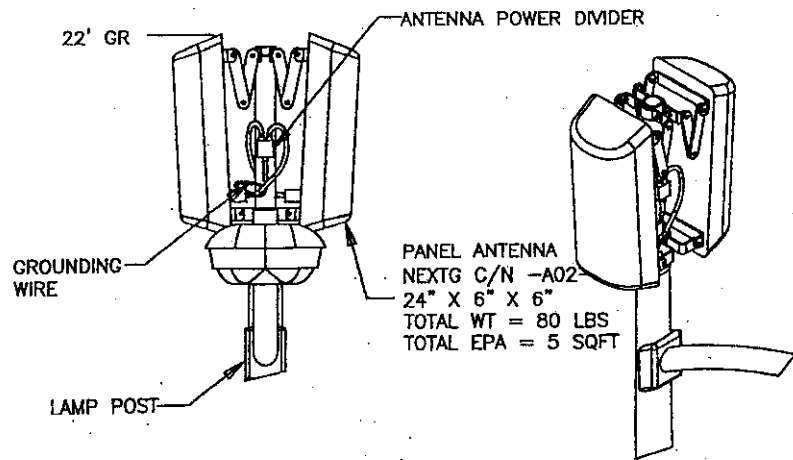
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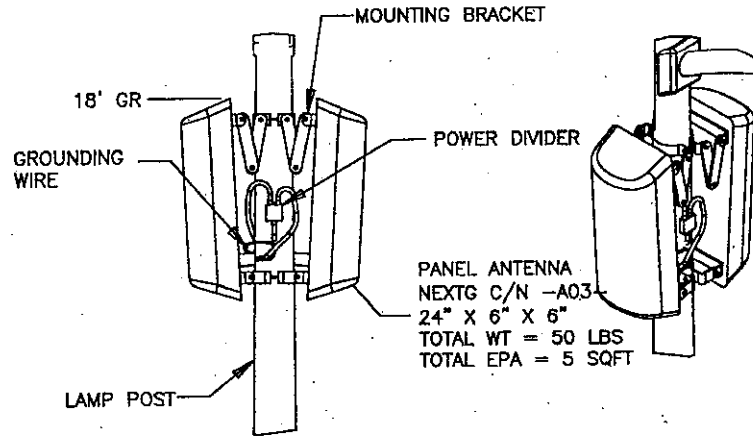
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PLUT DATE : XX-XX-XX

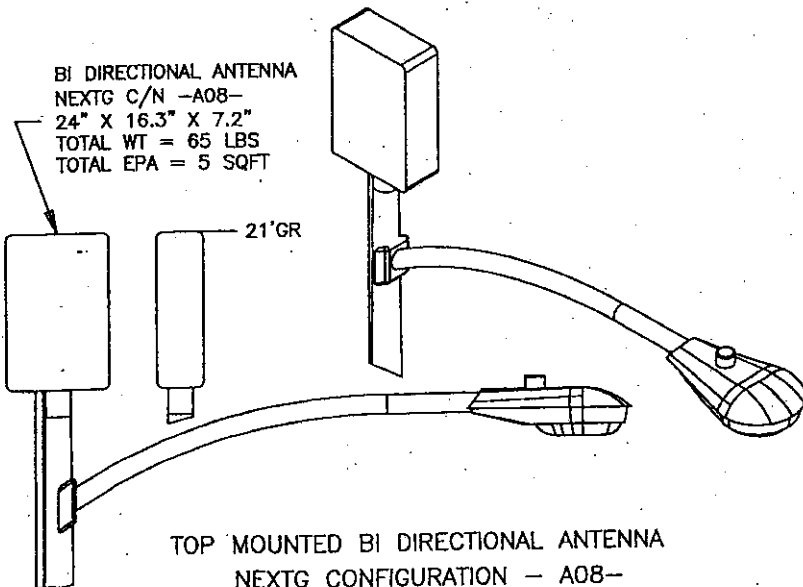
NextG Networks-Remote Equipment Catalog



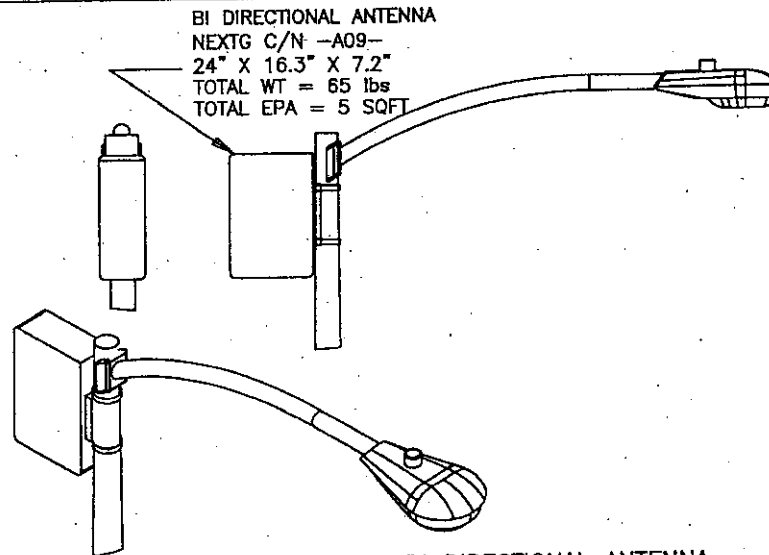
TOP MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A02-



SIDE MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A03-



TOP MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A08-



SIDE MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A09-

REV	DATE	DESCRIPTION	BY	CHK

NOTE TO INSTALLATION CONTRACTOR:
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OR LOCATION OF ALL UNDERGROUND UTILITIES OR
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INSTALLATION CONTRACTOR TO VERIFY THE
EXISTENCE AND LOCATION OF ALL UNDERGROUND
UTILITIES BY CONDUCTING A PRELIMINARY
LOCATION OF UTILITIES SURVEY TO MEET
UTILITY COMPANIES AND LOCATING SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DRAWN BY: KOLLABRA
CHECKED BY:
APPROVED BY: E. SCHOENMAN
ENGINEERED BY:

NextG_Equip_Cat_RevAB_022205

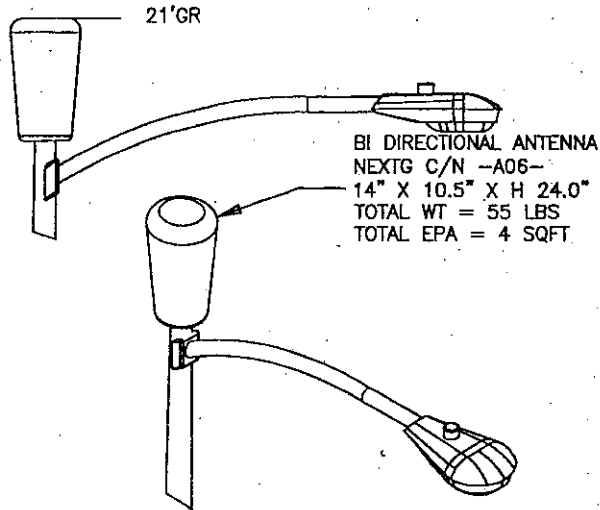
PREPARED BY:
NEXTG NETWORKS
1750 S. MAIN ST. STE 128
MILPITAS, CA 95030
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL
SITE ADDRESS:

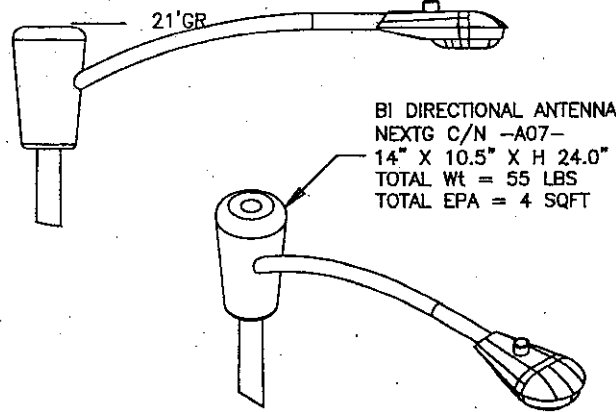
TITLE:
STANDARD LAMP POST &
NEXTG C/N E02 EQUIP. LAYOUT
CONTRACT NO.:
DRAWING NO.:
DATE DRAWN: SEE PAGE 1
SCALE: AS SHOWN
PLOT DATE: XX-XX-XX

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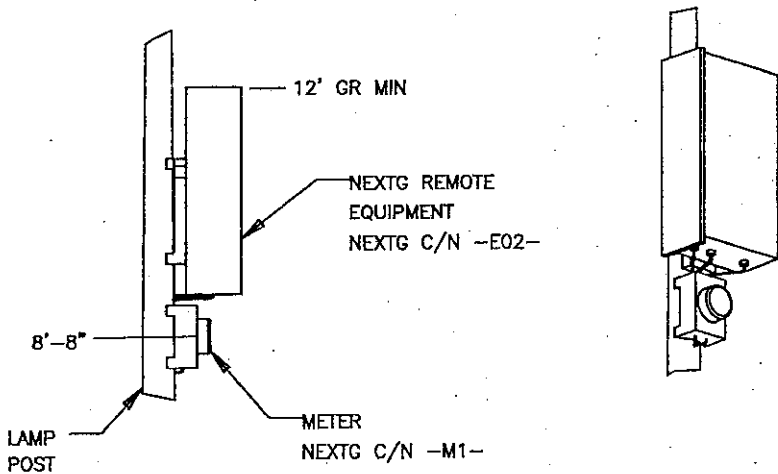
NextG Networks-Remote Equipment Catalog



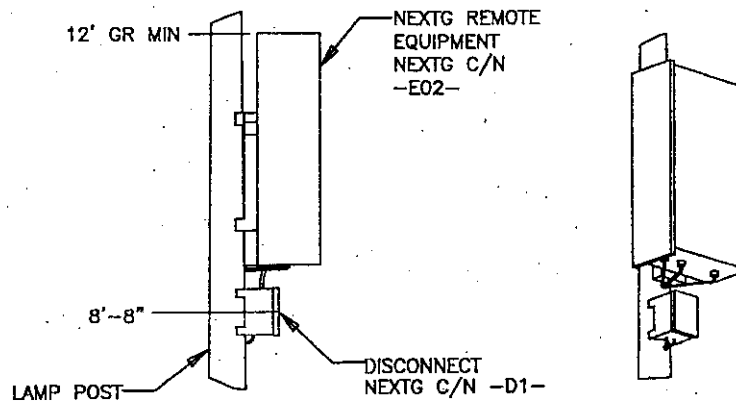
TOP MOUNTED BI-DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A06-



TOP MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A07--



METER OPTION
NEXTG CONFIGURATION --DO-M1--



DISCONNECT OPTION
NEXTG CONFIGURATION -D1-M0-

[illegible]

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INSTALLATION CONTRACTOR TO VERIFY THE
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UTILITIES OR OBSTRUCTIONS PRIOR TO ANY
EXCAVATION. YOU MUST CONTACT LOCAL
UTILITY COMPANIES AND LOCATOR SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DRAWN BY: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

Name: Hand2_Japan_small_black.jpg

PREPARED BY:

NEXTG NETWORKS
1758 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE STANDARD LAMP POST &
NEXTG C/N E02 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DURING: SEE PAGE 1

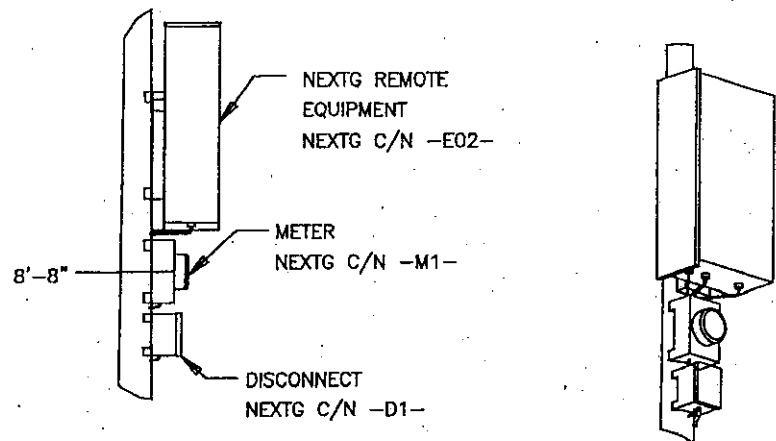
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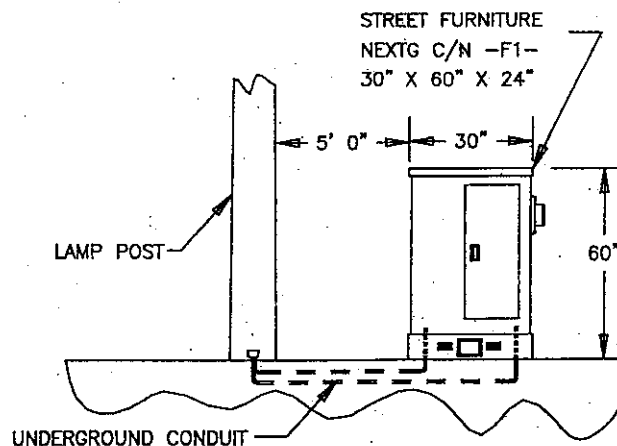
SHEET:

3

NextG Networks-Remote Equipment Catalog



METER DISCONNECT OPTION
NEXTG CONFIGURATION. -D1-M1-



STREET FURNITURE OPTION
NEXTG CONFIGURATION -F1-

[illegible]

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UTILITY COMPANIES AND LOCATOR SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DEPART 571 KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

PREPARED BY:
NEXTG NETWORKS
1750 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG C/N E02 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRIVING: SEE PAGE 1

SCALE: AS SHOWN

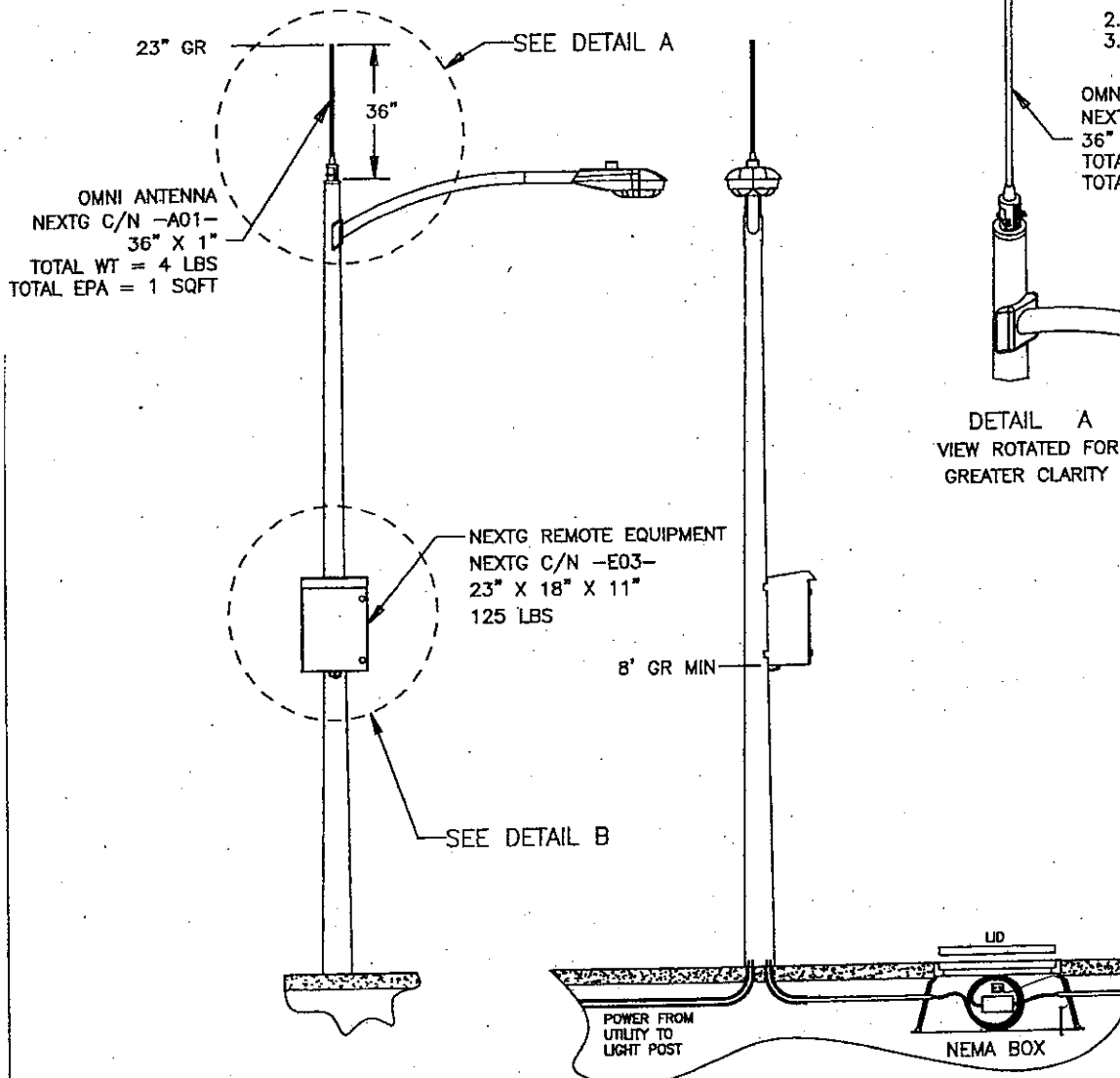
PLOT DATE : XX-XX-XX

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4

NextG Networks-Remote Equipment Catalog

STANDARD LAMP POST P01 - E03

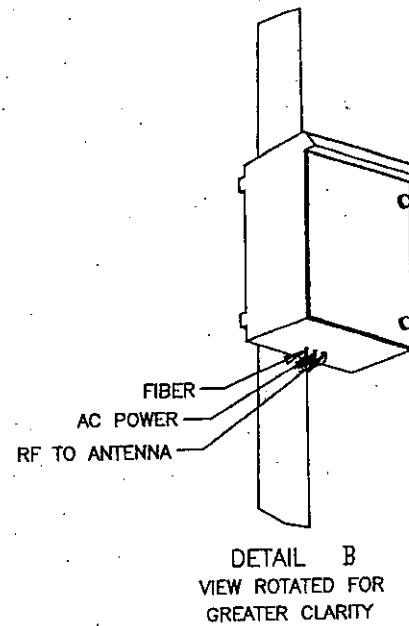


NOTES:

- NOTES:
1. THE INFORMATION CONTAINED ON THESE PRINTS ARE FOR REFERENCE ONLY - DO NOT USE FOR CONSTRUCTION PURPOSES.
 2. INTERPRET PRINT PER ASME Y14.5
 3. ALL CABLES ROUTED ON THE INTERIOR OF POLE.

OMNI ANTENNA
NEXTG C/N -A01-
- 36" X 1"
TOTAL WT = 4 LBS
TOTAL EPA = 1 SQFT

DETAIL A
VIEW ROTATED FOR
GREATER CLARITY



DETAIL B
VIEW ROTATED FOR
GREATER CLARITY

CONFIGURATION NOTES

[illegible]

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SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DRAWN BY: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

EXPERIMENT 14



PREPARED BY:
NEXTG NETWORKS
1750 S. MAIN ST. STE 120
MILPITAS, CA 95036
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG C/N E03 EQUIP. LAYOUT

CONTRACT NO.:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
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DATE DRAWN: 03-DEC-04

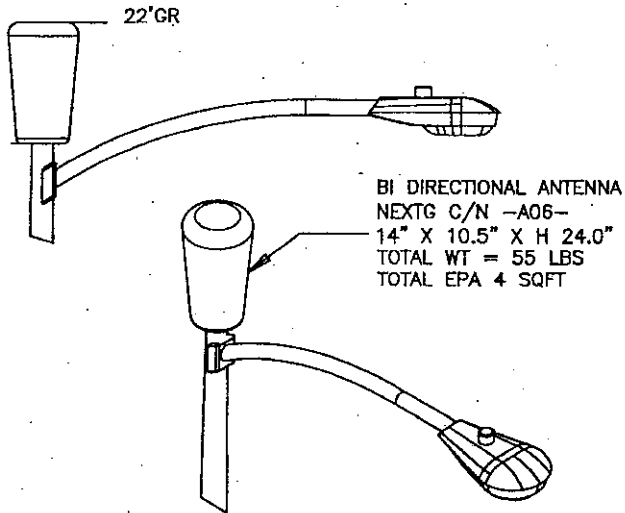
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PLOT DATE : XX-XX-XX

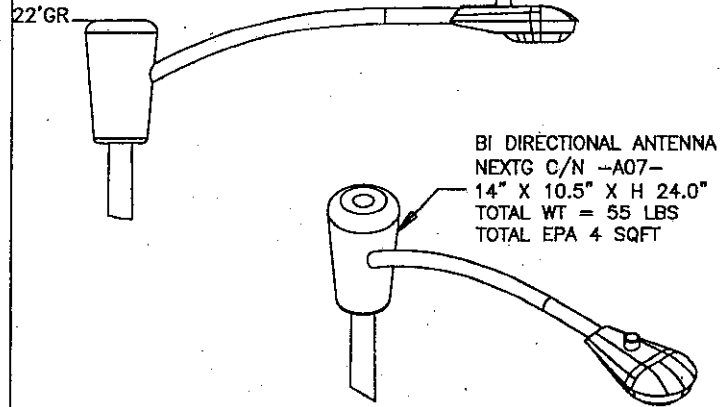
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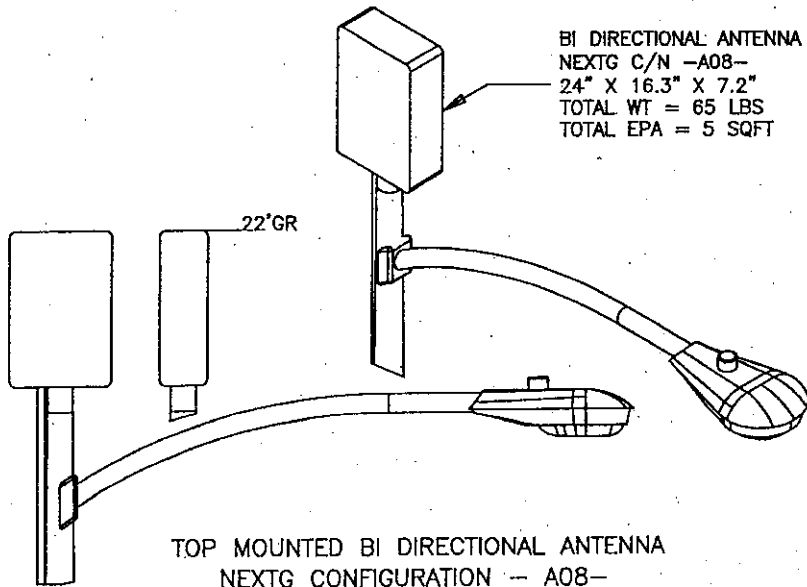
NextG Networks-Remote Equipment Catalog



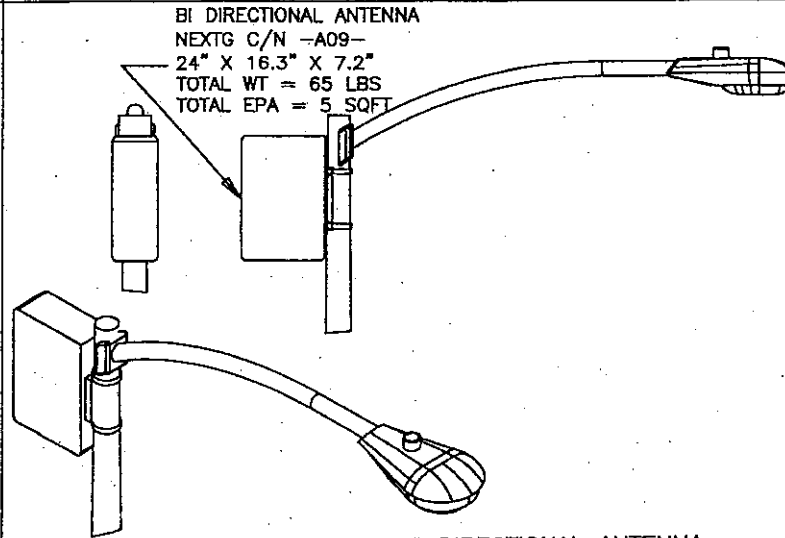
TOP BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A06-



TOP MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A07-



TOP MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION -- A08--



TOP MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A09-

[illegible]

NOTE TO INSTALLATION CONTRACTOR:
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OR LOCATION OF ALL UNDERGROUND UTILITIES OR

IT IS THE SOLE RESPONSIBILITY OF THE
INSTALLATION CONTRACTOR TO VERIFY THE
EXISTENCE AND LOCATION OF ALL UNDERGROUND
UTILITIES OR OBSTRUCTIONS PRIOR TO ANY
EXCAVATION. YOU MUST CONTACT LOCAL
UTILITY COMPANIES AND LOCATOR SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DIVISION BY: KOLLABRA

CHRYSLER INC.

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

PREPARED BY:

NEXTG NETWORKS
1750 S. MAIN ST. STE 120
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL.

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG C/N E03 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWING: SEE PAGE 1

SCALE AS SHOWN

1. PLOT DATE : XX-XX-XX

SHEET:

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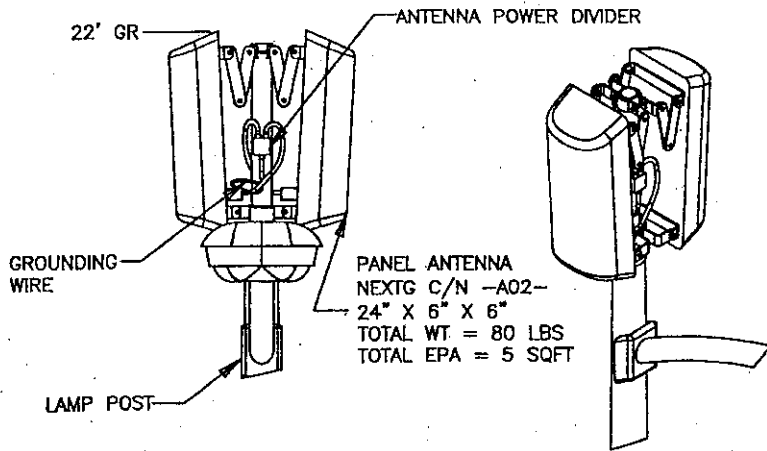
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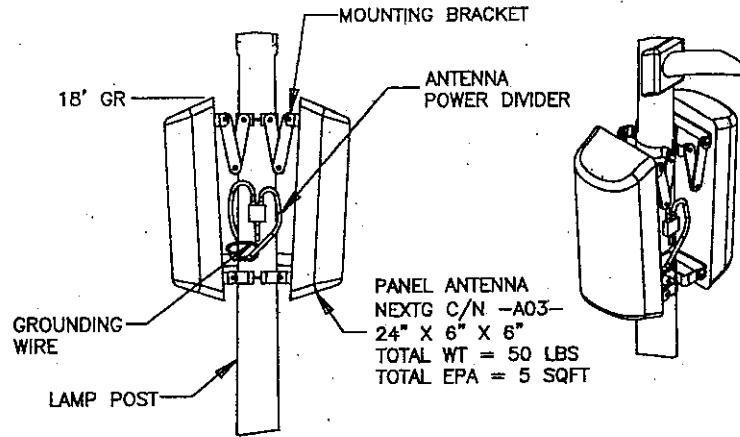
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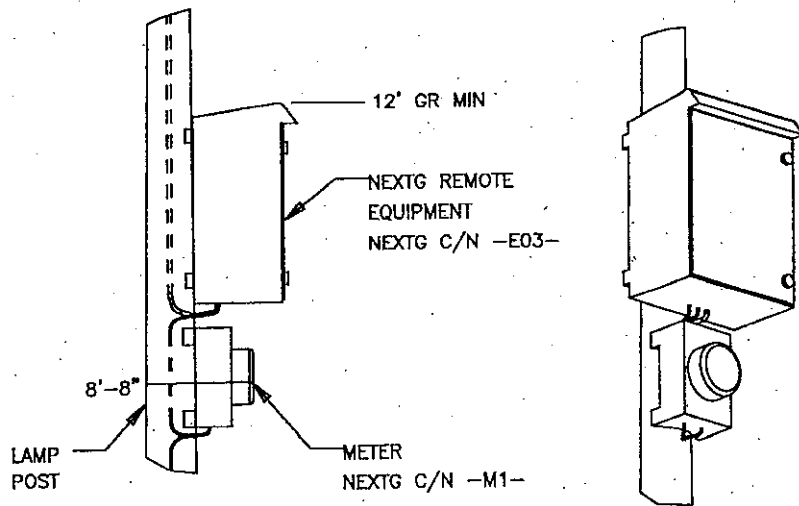
NextG Networks-Remote Equipment Catalog



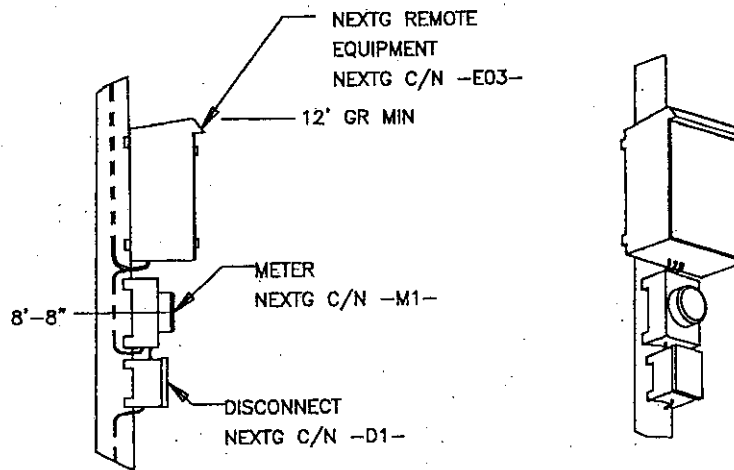
TOP MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A02-



SIDE MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A03-



METER OPTION
NEXTG CONFIGURATION -DO-M1-



METER DISCONNECT OPTION
NEXTG CONFIGURATION -D1-M1-

[illegible]

NOTE TO INSTALLATION CONTRACTOR:
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SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DRAWN BY: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

Need: logos, small font, big

PREPARED BY:

81:
NEXTG NETWORKS
1750 S. MAIN ST. STE 120
MILPITAS, CA 95035
(408) 718-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE
STANDARD LAMP POST &
NEXTG C/N E03 EQUIP. LAYOUT

CONTRACT NO. 1

DRAWING NO:

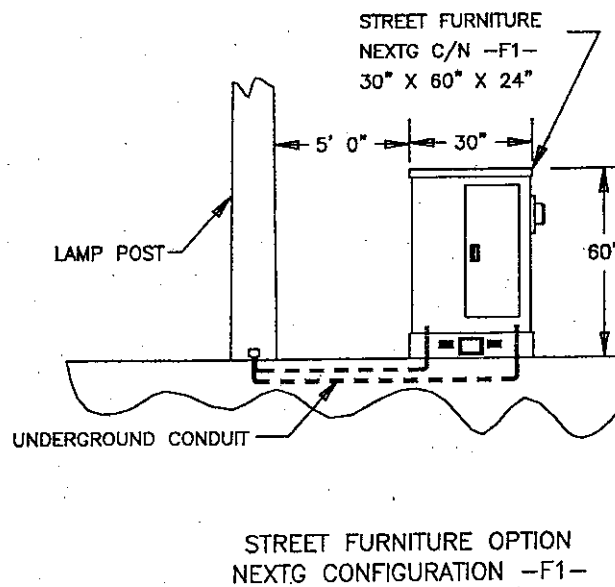
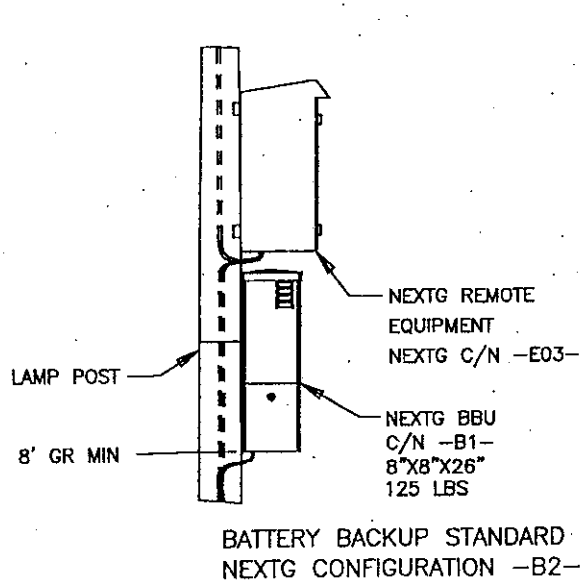
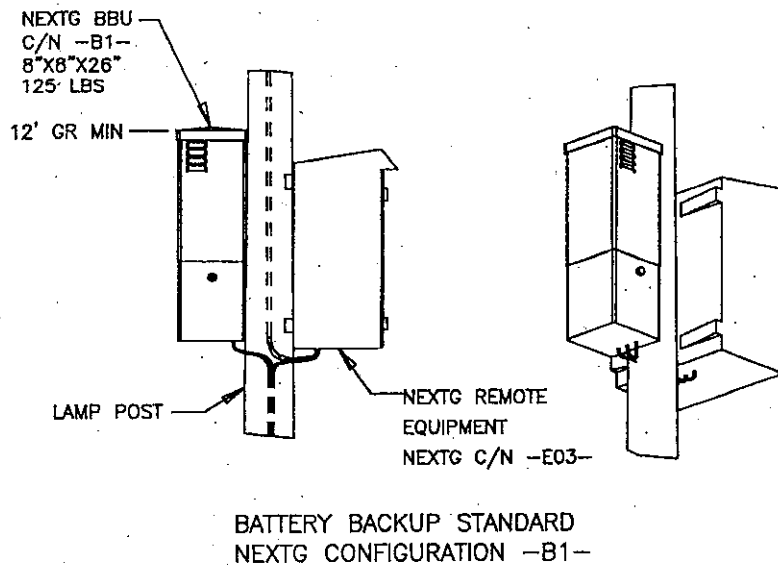
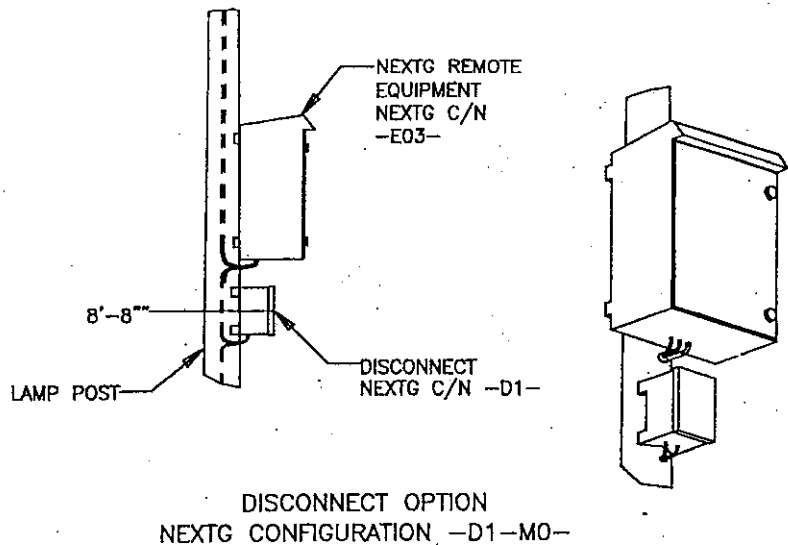
DATE DRAWN: SEE PAGE 1

SCALE AS SHOWN

PLOT DATE : XX-XX-XX

3

NextG Networks-Remote Equipment Catalog

[illegible]

NOTE TO INSTALLATION CONTRACTOR:
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DRAWN BY: KOLLABRA

CONFIDENTIAL

APPROVED BY: E. SCHOENMAN

ENGINEERING BY:

NordQ_Japa_small_text.jpg

PREPARED BY:

BT:
NEXTG NETWORKS
1750 S. MAIN ST. STE 12B
MILPITAS, CA 95035
(408) 718-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG C/N E03 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

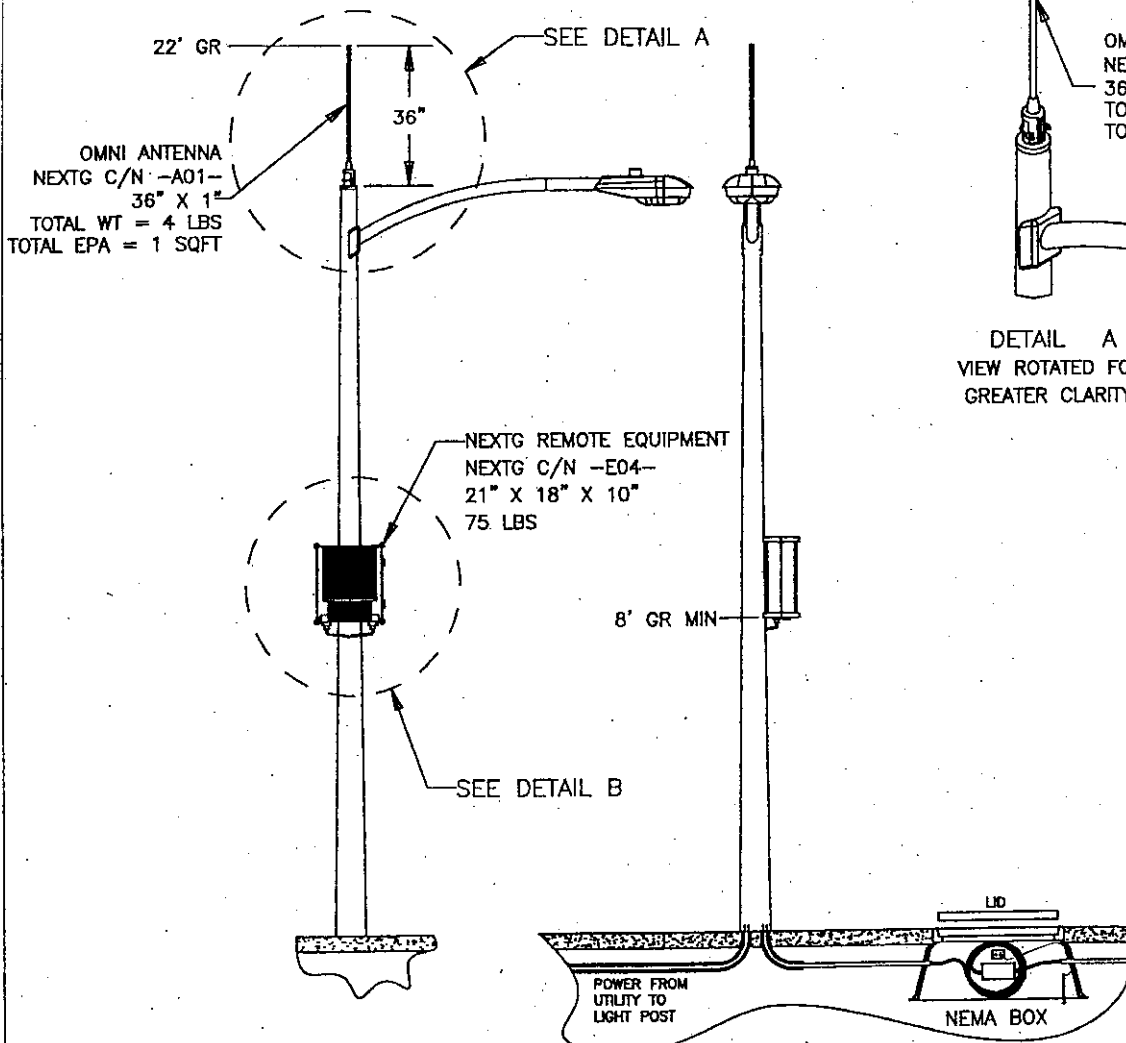
DATE DIVISION: SEE PAGE 1

SCALE AS SHOWN

PLAT DATE : XX-XX-XX

NextG Networks-Remote Equipment Catalog

STANDARD LAMP POST P01 - E04

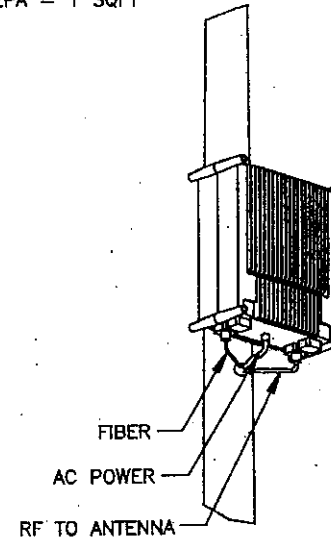


1. THE INFORMATION CONTAINED ON THESE PRINTS
ARE FOR REFERENCE ONLY - DO NOT USE
FOR CONSTRUCTION PURPOSES.

2. INTERPRET PRINT PER ASME Y14.5
3. ALL CABLES ARE ROUTED ON INTERIOR OF POLE.

OMNI ANTENNA
NEXTG C/N -A01-
- 36" X 1"
TOTAL WT = 4 LBS
TOTAL EPA = 1 SQFT

DETAIL A
VIEW ROTATED FOR
GREATER CLARITY



DETAIL B
VIEW ROTATED FOR
GREATER CLARITY

CONFIGURATION NOTES

STANDARD LAMP POST - LAYOUT
NEXTG CONFIGURATION: P01-E04-A01-B0-D0-M0-F0-C##

[illegible]

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DRAWN BY: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

Need2 Jugs, small, fast, 4-5

PREPARED BY:
NEXTG NETWORKS
1750 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL.

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG C/N E04 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAIN: 03-DEC-04

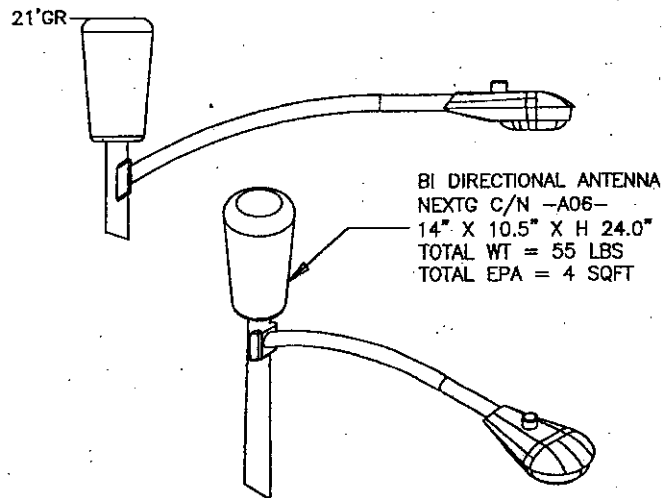
SCALE AS SHOWN

PLOT DATE : XX-XX-XX

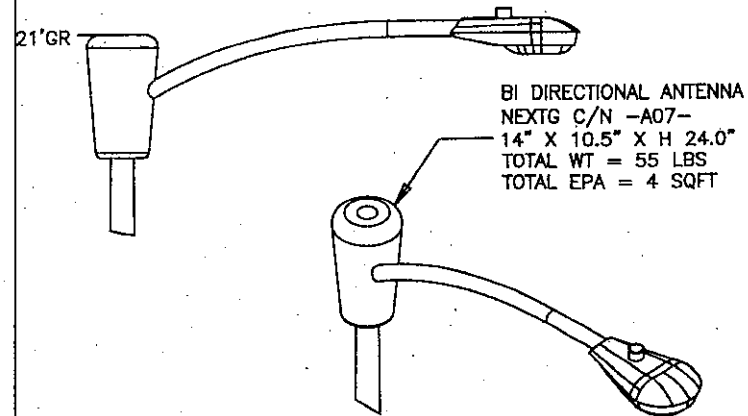
SHEET:

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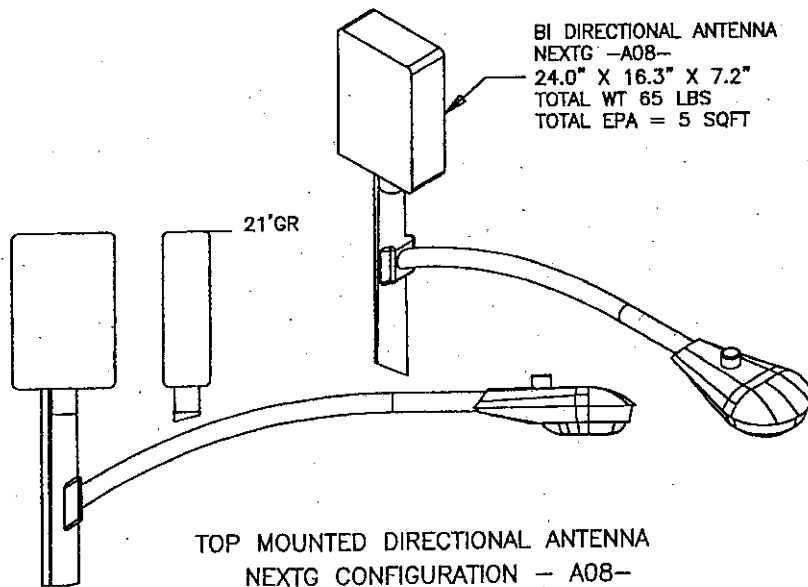
NextG Networks-Remote Equipment Catalog



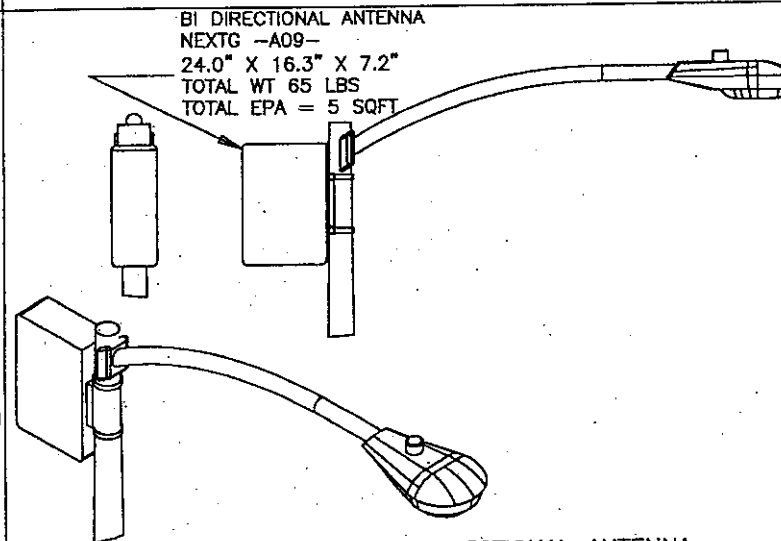
TOP MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A06-



TOP MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A07-



TOP MOUNTED DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A08-



TOP MOUNTED BI DIRECTIONAL ANTENNA
NEXTG CONFIGURATION - A09-

[illegible]

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UTILITY COMPANIES AND LOCATOR SERVICES FOR
SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DRAWN BY KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

PREPARED BY:
NEXTG NETWORKS
1750 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 719-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG C/N E04 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWN: SEE PAGE 1

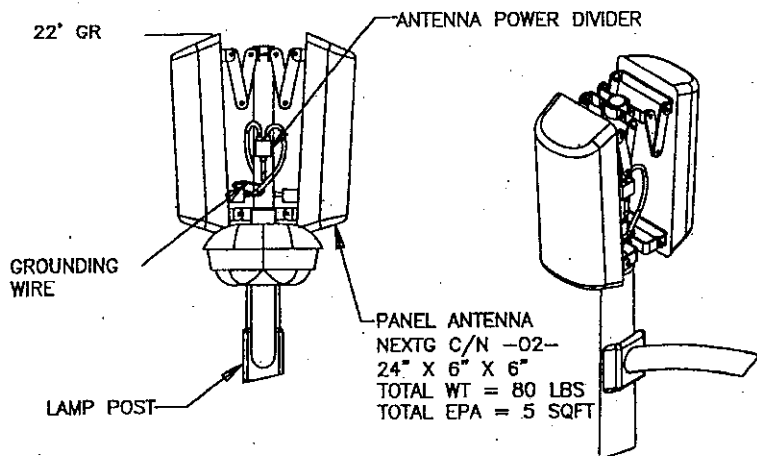
SCALE: AS SHOWN

1 PLOT DATE : XX-XX-XX

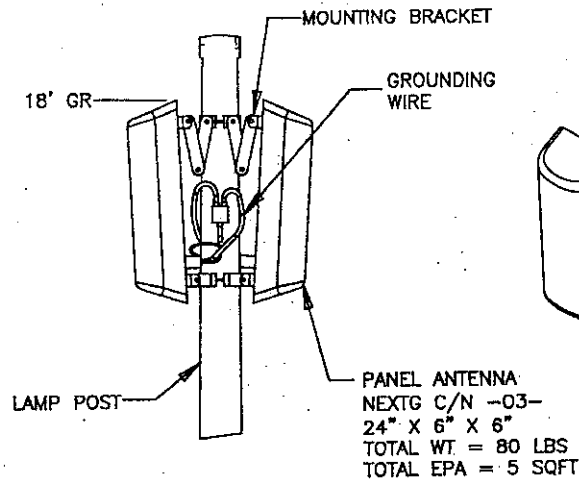
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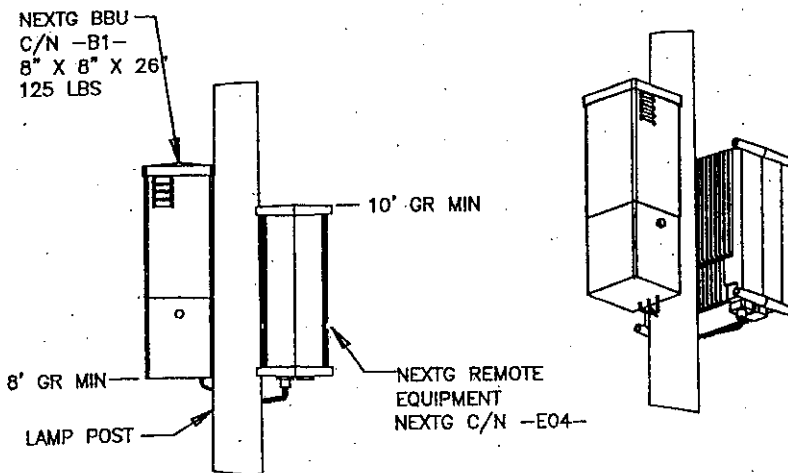
NextG Networks-Remote Equipment Catalog



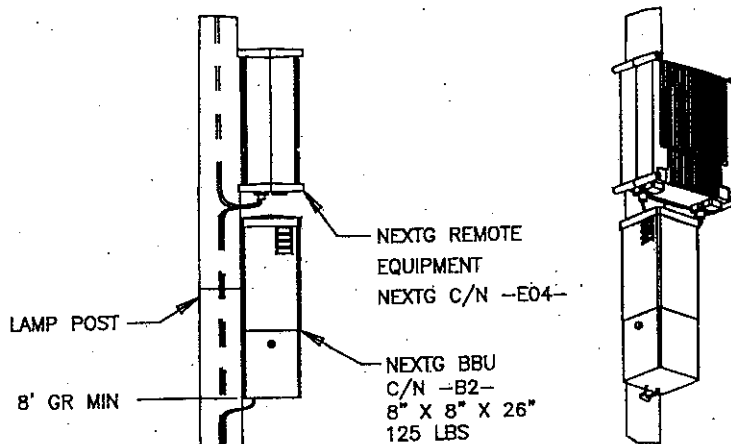
TOP MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A02-



SIDE MOUNTED PANEL ANTENNA
NEXTG CONFIGURATION -A03-



BATTERY BACKUP STANDARD
NEXTG CONFIGURATION -B1-



BATTERY BACKUP. STANDARD
NEXTG CONFIGURATION -B2-

[illegible]

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DRAWN BY: KOLLABRA

CHECKOS, INC.

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

Noni2.jpg arrow 5wt 3p

PREPARED BY:

BT:
NEXTG NETWORKS
1758 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 718-8510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

TITLE: STANDARD LAMP POST &
NEXTG C/N E04 EQUIP. LAYOUT

CONTRACT NO.:

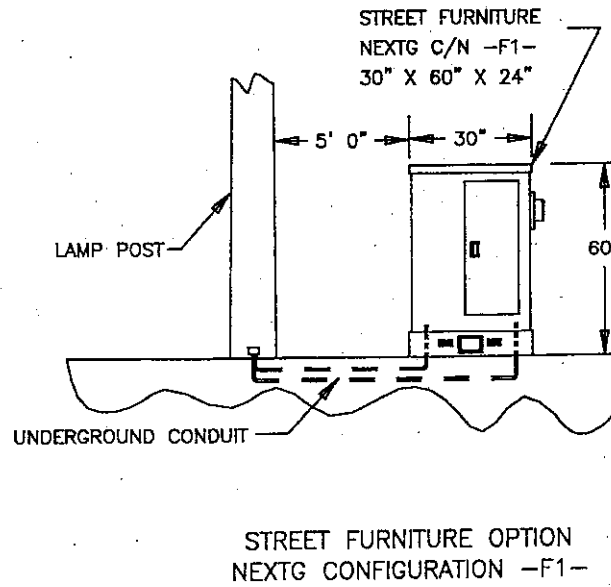
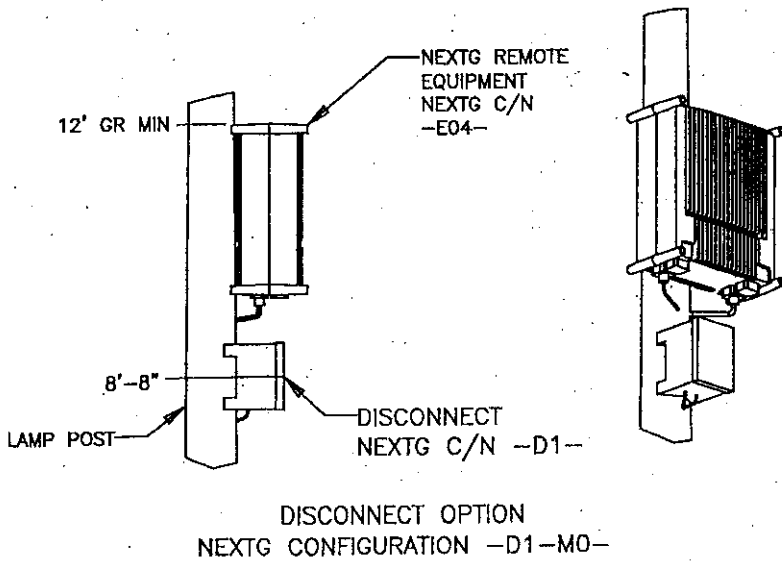
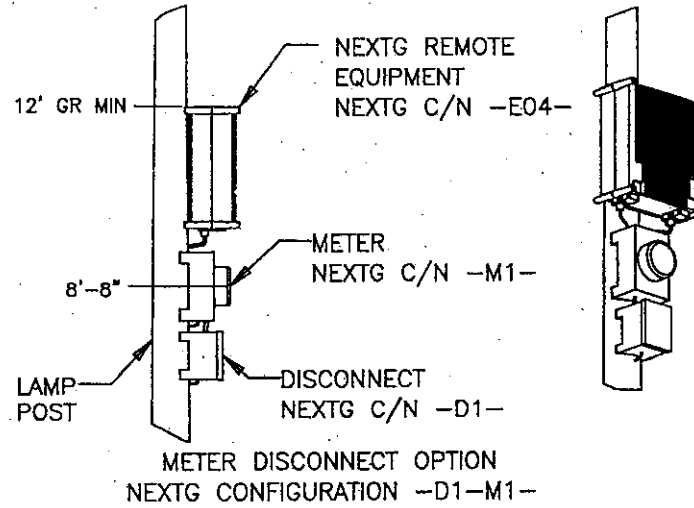
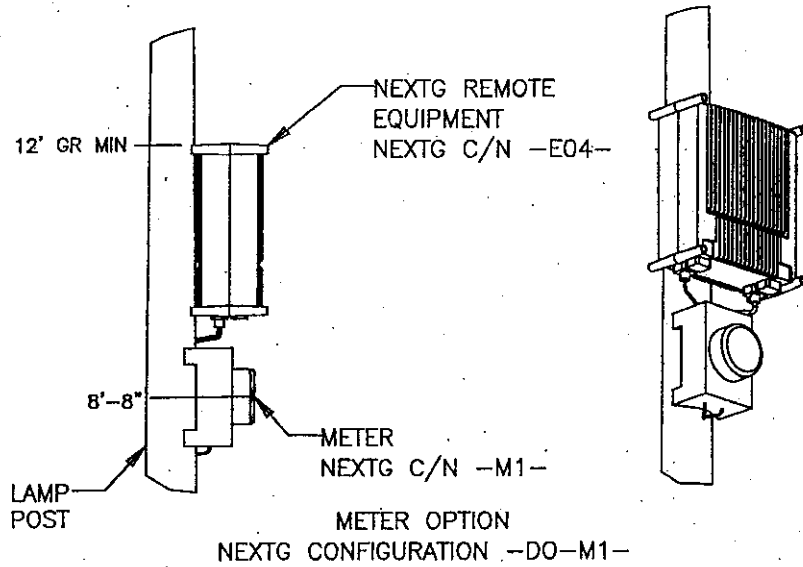
DRAWING NO. _____

DATE DRAWING: SEE PAGE 1

SCALE:

PLOT DATE : XX-XX-XX

NextG Networks-Remote Equipment Catalog

[illegible]

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SUCH VERIFICATION PRIOR TO ANY EXCAVATION.

DESIGNED BY: KOLLABRA

CHECKED BY:

APPROVED BY: E. SCHOENMAN

ENGINEERED BY:

Nadki yoga small font.jpg

PREPARED BY:
NEXTG NETWORKS
1750 S. MAIN ST. STE 128
MILPITAS, CA 95035
(408) 719-0510

SEGMENT: UNITED STATES - GENERAL

SITE ADDRESS:

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NEXTG C/N E04 EQUIP. LAYOUT

CONTRACT NO.:

DRAWING NO:

DATE DRAWING: SEE PAGE 1

SCALE: AS SHOWN

PILOT DATE : XX-XX-XX

4

Exhibit B
Additional Information Required for Encroachment Permits

1. Complete and sign encroachment permit form
 - a. Insurance (general liability and workmen's compensation) certificates for NextG and its contractor.
 - b. Contractor name and license #
 - c. City business license # for NextG and its contractor.
2. Provide required information
 - a. AutoCAD drawing showing existing and proposed NextG devices and antennas on City light pole with City's pole number.
 - b. Summary of NextG customers for whom a network is being constructed, customer's spectrum and frequency allocations.
3. Pay encroachment permit fee

Right-of-Way Use Agreement

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page 1 of 1

Mid

Washington, D.C.

Baltimore

Norfolk

Virginia

North Carolina



Legend

Midtown Boundary

- Midtown Boundary

